

**SOUTHSTONE
MINERALS
LIMITED**

MANAGEMENT INFORMATION CIRCULAR

NOVEMBER 12, 2026

**TO BE USED IN CONNECTION WITH THE
SPECIAL MEETING OF SHAREHOLDERS OF
SOUTHSTONE MINERALS LIMITED**

**THE BOARD OF DIRECTORS UNANIMOUSLY (WITH
TERRY L. TUCKER ABSTAINING) RECOMMENDS
THAT SHAREHOLDERS VOTE:**



FOR THE ARRANGEMENT RESOLUTION



**FOR THE DELISTING RESOLUTION
(DISINTERESTED SHAREHOLDERS)**

Questions or requests for voting assistance may be
directed to the Company's Proxy Solicitation Agent:

Laurel Hill Advisory Group

Canada/US Toll Free: 1-877-452-7184

International: 1-416-304-0211

Text Message: Text "INFO" to 416-304-0211

or 1-877-452-7184

Email: assistance@laurelhill.com

These materials are important and require your immediate attention. They require Shareholders to make important decisions. If you are in doubt as to how to make such decisions please contact your financial, legal, tax or other professional advisors. Neither the TSX Venture Exchange nor any securities regulatory authority has in any way passed upon the merits of the proposed transaction as described in this Management Information Circular or the adequacy of the information contained in this Management Information Circular and it is an offense to claim otherwise.



SOUTHSTONE MINERALS LIMITED

NOTICE OF

SPECIAL MEETING

OF SHAREHOLDERS OF

SOUTHSTONE MINERALS LIMITED

TO BE HELD ON NOVEMBER 12, 2026

MANAGEMENT INFORMATION CIRCULAR

DATED: October 9, 2026

YOUR VOTE AS A SHAREHOLDER IS IMPORTANT. VOTE TODAY.

Questions or requests for voting assistance may be directed to the Company's proxy solicitation agent:

Laurel Hill Advisory Group

Canada/US Toll-Free: 1-877-452-7184 | International: 1-416-304-0211

Text Message: Text "INFO" to 416-304-0211 or 1-877-452-7184

Email: assistance@laurelhill.com

LETTER TO SHAREHOLDERS

October 9, 2026

Dear Shareholders:

You are invited to attend a special meeting (the “**Meeting**”) of holders (“**Shareholders**”) of common shares (“**Common Shares**”) of Southstone Minerals Limited (the “**Company**”) to be held on November 12, 2026 at 10:00 a.m., (Vancouver time) at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7. At the Meeting, you will be asked to consider and, if thought fit, approve (i) a special resolution approving a plan of arrangement (the “**Arrangement**”) involving the Company, the Shareholders, and Terry L. Tucker (the “**Purchaser**”), to be carried out pursuant to an arrangement agreement dated September 21, 2026 entered into by the Company and the Purchaser, which special resolution must be approved by (a) at least 66⅔% of the votes cast by Shareholders present in person or represented by proxy at the Meeting, and (b) a simple majority of the votes cast by disinterested Shareholders present in person or represented by proxy at the Meeting, and (ii) an ordinary resolution of disinterested Shareholders approving the delisting of the Common Shares from the TSX Venture Exchange (the “**Exchange**”).

The Meeting will be held in person at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7. Shareholders and duly appointed proxyholders may attend the Meeting in person. Shareholders unable to attend the Meeting in person are encouraged to vote by proxy. Additional instructions are provided in the attached Management Information Circular (“**Information Circular**”) and accompanying materials as to how Shareholders and duly appointed proxyholders entitled to vote at the Meeting may participate and vote at the Meeting.

Full details of the Arrangement are set out in the accompanying Notice of Special Meeting of Shareholders and Management Information Circular. Pursuant to the Arrangement, each Common Share, other than Common Shares held by Dissenting Shareholders (as defined in the Information Circular) in respect of which Dissent Rights (as defined in the Information Circular) have been validly exercised and Common Shares held by the Purchaser, shall be purchased by the Purchaser in exchange for \$0.0375 in cash per Common Share (the “**Consideration**”).

In addition to the cash Consideration, the Arrangement addresses the Company’s existing indebtedness and obligations. The Company’s indebtedness at the parent level, including all costs of the Arrangement, is estimated at \$1,523,409, and the obligations of the Company’s South African subsidiaries, are approximately \$2,345,726. The Company’s indebtedness at the parent level remains an obligation of the Company and will be settled on or about the Effective Date at 100% of principal together with accrued interest, where applicable, and the obligations of the South African subsidiaries will remain within those subsidiaries and be carried on in full. No creditor of the Company is being asked to compromise any part of its claim. See “*The Arrangement – Treatment of Indebtedness Under the Arrangement*” and “*The Arrangement – Summary of the Arrangement*” for additional details regarding the Company’s indebtedness and the obligations of its subsidiaries.

The Arrangement is subject to customary conditions for a transaction of this nature, which include court approvals, and the approval of the special resolution as set out in Schedule “A” of the Information Circular approving the Arrangement (the “**Arrangement Resolution**”) by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions* (“**MI 61-101**”), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. Approval, by way of the ordinary resolution as set out in Schedule “B” of the Information Circular, will also be sought for the delisting of the Common Shares from the Exchange (the “**Delisting Resolution**”), which is required to be passed by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting. See “*Principal Legal Matters – Canadian Securities Law Matters*” in the Information Circular for additional information.

The board of directors of the Company (the “**Board**”) and the special committee of the Board (the “**Special Committee**”) have received an opinion (the “**Fairness Opinion**”) from Evans & Evans, Inc. (the “**Fairness Advisor**”) to the effect that the Consideration to be received by the Shareholders (other than the Purchaser) pursuant to the Arrangement is fair, from a financial point of view, to such holders, as of the date of such opinion and subject to the assumptions, limitations and qualifications contained therein. A copy of the Fairness Opinion is included as Schedule “C” to the Information Circular and we urge you to read it in its entirety.

After consideration of, among other things, the unanimous recommendation of the Special Committee and the Fairness Opinion, the Board has unanimously (with Terry L. Tucker abstaining) determined that the Arrangement is fair to the Shareholders (other than the Purchaser) and in the best interests of the Company.

THE BOARD OF DIRECTORS UNANIMOUSLY (WITH TERRY L. TUCKER ABSTAINING) RECOMMENDS THAT SHAREHOLDERS (OTHER THAN THE PURCHASER) VOTE *FOR* THE ARRANGEMENT RESOLUTION. THE BOARD OF DIRECTORS ALSO UNANIMOUSLY (WITH TERRY L. TUCKER ABSTAINING) RECOMMENDS THAT DISINTERESTED SHAREHOLDERS VOTE *FOR* THE DELISTING RESOLUTION.

The Information Circular contains a detailed description of the Arrangement and contains additional information to assist you in considering how to vote on the Arrangement Resolution. Please give this material your careful consideration and, if you require assistance, consult your financial, legal, tax or other professional advisors.

Your vote is important regardless of the number of Common Shares you own. All registered Shareholders are encouraged to complete, sign, date and return the enclosed applicable form of proxy in accordance with the instructions set out therein and in the Information Circular so that your Common Shares can be voted at the Meeting in accordance with your instructions. A registered Shareholder may also transmit their voting instructions by accessing the website www.voteproxyonline.com and following the instructions set out on the proxy form. Beneficial Shareholders who are NOBOs (as defined in the Information Circular) are encouraged to complete, sign, date and return the enclosed voting instruction form in accordance with instructions set out therein and in the Information Circular so that your Common Shares can be voted at the Meeting in accordance with your instructions. Beneficial Shareholders who are OBOs (as defined in the Information Circular) must complete and return the voting instruction form provided to them by their broker, custodian, trustee, nominee or other intermediary. See “*Voting Information*” in the Information Circular for additional information.

If you are a registered Shareholder, in order to receive the cash consideration that you are entitled to upon the completion of the Arrangement, you must complete and sign the enclosed letter of transmittal and return it, together with the original certificate(s) representing your Common Shares, or copies of the Direct Registration Statement(s), as applicable, and any other required documents and instruments to TSX Trust Company, in accordance with the procedures set out in the enclosed letter of transmittal.

Yours truly,

“Kevin Ma”

**Kevin Ma
Chair of the Special Committee**

SOUTHSTONE MINERALS LIMITED

**2751 Graham Street
Victoria, British Columbia V8T 3Z1**

Telephone No.: 604-831-9304

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the “**Meeting**”) of holders (“**Shareholders**”) of common shares (“**Common Shares**”) of Southstone Minerals Limited (the “**Company**”) will be held on November 12, 2026 at 10:00 a.m. (Vancouver time) at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 for the following purposes:

1. to consider and, if thought advisable, to pass, with or without variation, a special resolution (the “**Arrangement Resolution**”), the full text of which is set out in Schedule “A” to the accompanying management information circular of the Company dated October 9, 2026 (the “**Information Circular**”), approving an Arrangement (the “**Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving the Company and Terry L. Tucker (the “**Purchaser**”), pursuant to an arrangement agreement and plan of arrangement (“**Plan of Arrangement**”);
2. to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution (the “**Delisting Resolution**”), the full text of which is set out in Schedule “B” to the accompanying Information Circular, approving the delisting of the Common Shares from the TSX Venture Exchange (the “**Exchange**”); and
3. to transact such further or other business as may properly be brought before the Meeting or any postponement or adjournment thereof.

Specific details of the matters proposed to be put before the Meeting are set forth in the Information Circular which accompanies this Notice of Special Meeting of Shareholders.

The Meeting will be held in person at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7. If you are unable to attend the Meeting in person, you are requested to vote your Common Shares using the enclosed form of proxy or voting instruction form, as applicable.

After taking into consideration, among other things, (i) the recommendation of the special committee of the board of directors of the Company (the “**Board**”); and (ii) the opinion of Evans & Evans, Inc. as to the fairness, from a financial point of view, to the Shareholders (other than the Purchaser) of the consideration to be received by the Shareholders pursuant to the Arrangement, the Board has concluded that the Arrangement is in the best interests of the Company and has approved the Arrangement and authorized its submission to the Shareholders. **Accordingly, the Board (with Terry L. Tucker abstaining) UNANIMOUSLY recommends that the Shareholders (other than the Purchaser) vote FOR the Arrangement Resolution. In addition, the Board (with Terry L. Tucker abstaining) also UNANIMOUSLY recommends that the disinterested Shareholders vote FOR the Delisting Resolution.** It is a condition to the completion of the Arrangement that the Arrangement Resolution be approved at the Meeting.

The Board has fixed October 2, 2026 (the “**Record Date**”) as the record date for determining the Shareholders entitled to receive notice of and vote at the Meeting. Only Shareholders of record as of the close of business on the Record Date are entitled to vote at the Meeting either in person or by proxy. If you are unable to attend the Meeting, you are requested to vote your Common Shares using the enclosed form of proxy or voting instruction form, as applicable.

In order for the Arrangement to proceed, the Arrangement Resolution must be approved at the Meeting by: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions* (“**MI 61-101**”)), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with

Part 8 of MI 61-101. In order for the Company to proceed with the delisting of its Common Shares from the Exchange, the Delisting Resolution must be approved at the Meeting by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share. See “*Principal Legal Matters – Canadian Securities Law Matters*” in the Information Circular for additional information.

A Shareholder may attend the Meeting or may be represented by proxy. All registered Shareholders are requested to date, sign and return the applicable accompanying form of proxy for use at the Meeting or any adjournment or postponement thereof. **To be effective, a properly executed proxy must be received by mail to the Company’s transfer agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1, Attention: Proxy Department or send it by facsimile to 1-416-595-9593.** A registered Shareholder may also transmit their voting instructions by accessing the website www.voteproxyonline.com and following the instructions set out on the proxy form. **In order to be valid and acted upon at the Meeting, a properly executed proxy must be received by 10:00 a.m. (Vancouver time) on November 10, 2026, or in the event the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Meeting.** The time limit for the deposit of proxies may be waived by the Board at its discretion, without notice, but the Board is under no obligation to do so. Beneficial Shareholders who are NOBOs (as defined in the Information Circular) are encouraged to complete, sign, date and return the enclosed voting instruction form in accordance with the instructions set out therein and in the Information Circular so that your Common Shares can be voted at the Meeting in accordance with your instructions. Beneficial Shareholders who are OBOs (as defined in the Information Circular) must complete and return the voting instruction form provided to them by their intermediary (such as a broker, custodian, trustee, nominee) and return it in accordance with the instructions accompanying such voting instruction form. See “*Voting Information*” in the Information Circular for additional information.

Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement Resolution is passed, to be paid the fair value of their Common Shares in accordance with the provisions of Division 2 of Part 8 of the BCBCA, as modified by the Interim Order (as defined in the Information Circular) and the Plan of Arrangement. The right of Registered Shareholders to dissent is more particularly described in the accompanying Information Circular. **Failure to strictly comply with the requirements set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, may result in the loss of any right of dissent.** A dissenting Shareholder must send to the Company a written objection to the Arrangement Resolution, which written objection must be received by the Company, c/o McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani, by 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting (or if the Meeting is adjourned or postponed, two Business Days before any such adjourned or postponed Meeting). See “*Dissent Rights*” in the Information Circular.

Persons who are beneficial owners of Common Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wish to dissent should be aware that only registered holders of such Common Shares are entitled to dissent. Accordingly, a beneficial owner of Common Shares who desires to exercise the right of dissent must make arrangements for the Common Shares beneficially owned by such holder to be registered in the holder’s name prior to the time the written objection to the Arrangement Resolution is required to be received by the Company or, alternatively, make arrangements for the registered holder of such Common Shares to dissent on the holder’s behalf.

If you have further questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com.

DATED at Vancouver, British Columbia, this 9th day of October, 2026.

BY ORDER OF THE SPECIAL COMMITTEE

“Kevin Ma”

Kevin Ma
Chair of the Special Committee

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GLOSSARY OF DEFINED TERMS

“1934 Act” means the United States Securities Exchange Act of 1934, as amended;

“Acquisition Proposal” means, other than the transactions contemplated by the Arrangement Agreement, any *bona fide* offer or proposal (written or oral) from any person or group of persons other than the Purchaser (or any of its affiliates) relating to: (a) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company and/or any of its Subsidiaries owning 20% or more of the consolidated assets of the Company; (b) any direct or indirect sale or disposition (or any license, lease or other arrangement having the same economic effect as a sale or disposition) in a single transaction or a series of transactions, of assets representing 20% or more of the consolidated assets of the Company, 20% or more of the consolidated revenues of the Company, or 20% or more of the voting or equity securities of the Company (or rights or interests therein or thereto); (c) any direct or indirect take over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in such person or group of persons beneficially owning 20% or more of any class of voting or equity securities of the Company, or any of its Subsidiaries owning 20% or more of the consolidated assets of the Company (or securities convertible into or exchangeable or exercisable for such voting or equity securities assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for such voting or equity securities); or (d) any other similar transaction or series of transactions involving the Company; provided that, in each case, the consolidated assets of the Company shall be deemed to include its Subsidiaries;

“Action” means any litigation, legal action, lawsuit, claim, grievance, complaint, investigation, reassessment, audit or other Proceeding (whether civil, administrative, quasi-criminal or criminal) by or before any Governmental Entity;

“affiliate” has the meaning specified in the BCBCA;

“Afrium” has the meaning set out in *“Information Concerning the Company”* – *“Recent Developments”*;

“allowable capital loss” has the meaning set out in *“Certain Canadian Federal Income Tax Considerations – Specified Holders Resident in Canada”*;

“Arrangement” means an arrangement under Section 288 of the BCBCA in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement, the Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;

“Arrangement Agreement” means the arrangement agreement dated as of September 21, 2026, between the Purchaser and the Company (including the Schedules thereto), pursuant to which the Purchaser and Company propose to implement the Arrangement, a copy of which is available for viewing on SEDAR+ at www.sedarplus.ca under the Company’s profile, as such agreement may be amended, modified or supplemented from time to time in accordance with the terms thereof;

“Arrangement Resolution” means the special resolution attached to this Information Circular as Schedule “A” approving the Plan of Arrangement to be considered at the Meeting;

“BCBCA” means the *Business Corporations Act* (British Columbia), as amended;

“Beneficial Shareholders” means Shareholders who do not hold their Common Shares in their own name;

“Board” means the board of directors of the Company;

“Board Recommendation” means the unanimous recommendation of the Board that (i) the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders (other than the Purchaser); (ii) Shareholders (other than the Purchaser) vote in favour of the Arrangement Resolution; and (iii) the Arrangement is in the best interest of the Company;

“Books and Records” means the books and records of the Company and its Subsidiaries, including books of account and Tax records, whether in written or electronic form;

“Broadridge” has the meaning set out in *“General Proxy Information – Registered Shareholders* may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (a) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (a) by fax at (416) 595-9593; or
- (b) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders”.

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Victoria, British Columbia;

“CC Mining” means CC Mining Limited;

“CDS & Co.” means CDS Clearing and Depository Services Inc.;

“Change in Recommendation” has the meaning set out in *“The Arrangement Agreement – Termination”*;

“Common Shares” means the common shares in the capital of the Company;

“Company” or **“Southstone”** means Southstone Minerals Limited, a corporation existing under the laws of the Province of British Columbia;

“Company Employees” means the employees, including part time and full-time employees of the Company or any of its Subsidiaries, as the case may be;

“Consideration” means the consideration to be received by Shareholders pursuant to the Plan of Arrangement comprising \$0.0375 in cash per Common Share;

“Constating Documents” means articles of incorporation, amalgamation, or continuation, as applicable, articles, limited partnership agreement or other constating documents and all amendments thereto;

“contract” means any legally binding written or oral agreement, commitment, engagement, contract, license, lease, obligation or undertaking to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or affected, or to which any of their respective properties or their assets is subject;

“Court” means the Supreme Court of British Columbia;

“CRA” means the Canada Revenue Agency;

“Delisting Resolution” means the ordinary resolution attached to this Information Circular as Schedule “B” approving the delisting of the Common Shares from the Exchange to be considered at the Meeting;

“Depositary” means TSX Trust Company;

“Dissent Rights” means the rights of dissent provided by Division 2 of Part 8 of the BCBCA in respect of the Arrangement as modified by the Interim Order, as described in the Plan of Arrangement;

“Dissenting Common Shares” has the meaning set out in *“Dissent Rights”*;

“Dissenting Non-Resident Holder” has the meaning set out in *“Certain Canadian Federal Income Tax Considerations – Specified Holders Not Resident in Canada – Dissenting Non-Resident Holders”*;

“Dissenting Resident Holder” has the meaning set out in *“Certain Canadian Federal Income Tax Considerations – Specified Holders Resident in Canada – Dissenting Resident Holders”*;

“Dissenting Shareholder” means a Registered Shareholder who validly dissents in respect of the Arrangement Resolution in compliance with the Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered holder;

“DRS Statement” means the Direct Registration (DRS) Statement(s);

“Effective Date” means such date when the Arrangement becomes effective, as set out in the Plan of Arrangement;

“Effective Time” means such time, on the Effective Date, when the Arrangement becomes effective, as set out in the Plan of Arrangement;

“Eligible Institution” has the meaning set out in *“Procedures for the Surrender of Common Shares and Receipt of Consideration” – “Procedures for Shareholders” – “Letter of Transmittal”*;

“Exchange” means the TSX Venture Exchange;

“Fairness Advisor” means Evans & Evans, Inc., the financial advisors to the Special Committee;

“Fairness Opinion” means the opinion of the Fairness Advisor addressed to the Special Committee to the effect that, as of the date of such opinion, the Consideration to be received by the Shareholders (other than the Purchaser) is fair, from a financial point of view, to such Shareholders;

“Final Order” means the final order of the Court approving the Arrangement under Section 291 of the BCBCA, in form and substance acceptable to both the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the written consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment, modification, supplement or variation is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

“Governmental Entity” means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry, bureau or agency, domestic or foreign; (b) any stock exchange, including the Exchange; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing;

“holders” means, when used with reference to the Common Shares, except where the context otherwise requires, the holders of the Common Shares shown from time to time in the registers maintained by or on behalf of the Company in respect of the Common Shares;

“IFRS” means International Financial Reporting Standards;

“Indebtedness” means all indebtedness of the Company and its Subsidiaries, including as described in Schedule E to the Arrangement Agreement, together with all accrued interest thereon;

“Information Circular” means this Management Information Circular furnished to Shareholders in connection with the Meeting;

“Initial Proposal” has the meaning set out in *“TSX Trust Company is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.”*

Background to the Arrangement”;

“Interim Order” means the interim order of the Court providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court with the prior written consent of the Company and the Purchaser, each acting reasonably, attached as “Schedule E” to this Information Circular;

“Intermediary” and collectively **“Intermediaries”** means brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

“Laurel Hill” means Laurel Hill Advisory Group.

“Law” or **“Laws”** means all federal, national, multinational, provincial, state, municipal, regional and local laws (statutory, common or otherwise), constitutions, treaties, conventions, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Entity or self-regulatory authority (including the Exchange), and the term **“applicable”** with respect to such Laws and in a context that refers to one or more persons, means such Laws as are binding upon or applicable to such person or its assets;

“Letter of Transmittal” has the meaning set out in *“Procedures for the Surrender of Common Shares and Receipt of Consideration”*;

“Lien” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment (including any encroachment from any subject property onto any neighbouring property), option, right of first refusal or first offer, occupancy right, restrictive covenant, assignment, lien (statutory or otherwise), defect of title or encumbrance of any kind;

“Loan Agreement” has the meaning set out in *“Information Concerning the Company” – “Recent Developments”*;

“Locked-Up Shareholders” has the meaning set out in *“Summary – Required Shareholder Approval”*;

“Matching Period” has the meaning set out in *“The Arrangement Agreement” – “Non-Solicitation”*;

“Material Adverse Effect” means any fact, state of facts, change, event, occurrence, effect or circumstance that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, financial condition, operations, results of operations, assets, properties, liabilities (contingent or otherwise) or obligations (whether absolute, accrued, conditional or otherwise) of the Company and its Subsidiaries taken as a

whole, except any such fact, state of facts, change, event, occurrence, effect, or circumstance resulting from or arising in connection with:

- (c) any change, effect, event, occurrence, state of fact or circumstance affecting the mining industry as a whole, including any changes in the price of diamonds or other commodities,
- (d) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, political, regulatory or market conditions or in national or global financial or capital markets,
- (e) any change in IFRS in Canada,
- (f) any adoption, proposal, implementation or change in Law, or in any interpretation of Law, by any Governmental Entity,
- (g) any natural or man-made disaster or act of God (including epidemics, pandemics, disease outbreak, other health crisis or public health event, or otherwise),
- (h) the failure by the Company or any of its Subsidiaries, as applicable, to meet any internal, third party or public projections, forecasts, guidance or estimates of revenues or earnings (it being understood that the cause underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred) or any seasonal fluctuations in the Company's results,
- (i) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement,
- (j) any actions taken (or omitted to be taken) upon the request of the Purchaser,
- (k) the announcement or performance of the Arrangement Agreement or the consummation of the Arrangement, including (i) any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company or any of its Subsidiaries with the Company Employees, and (ii) any change of control payments owing to any of the Company Employees, or
- (l) any change in the market price or trading volumes of any securities of the Company (it being understood that the causes underlying such change in market price or trading volumes may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that with respect to clauses (a) through to and including (e), to the extent such matter does not have a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies or entities operating in the markets and in the industries in which the Company and its Subsidiaries operate; and unless expressly provided in any particular section of the Arrangement Agreement, references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Material Adverse Effect has occurred;

“Material Contract” means any contract:

- (m) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money provided by the Company or its Subsidiaries in excess of a principal amount of \$100,000, but does not include any guarantee by the Company or one of its Subsidiaries of another Subsidiary;
- (n) restricting the incurrence of indebtedness by the Company or any of its Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of its Subsidiaries, or restricting the payment of dividends by the Company;

- (o) under which the Company or any of its Subsidiaries is obligated to make to any person or expects to receive from any person payments in excess of \$100,000 over any one (1) year period;
- (p) with a Governmental Entity having a value equal to or in excess of \$100,000;
- (q) providing for the establishment, investment in, organization or formation of any joint venture, limited liability company, partnership or similar entity;
- (r) that (i) creates an exclusive dealing arrangement, entered into other than in the Ordinary Course, or (ii) creates a right of first offer or refusal;
- (s) providing for retention or change in control payments in excess of \$100,000 in the aggregate or severance in excess of two (2) years;
- (t) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset for a price or having a value equal to or in excess of \$100,000 individually or in the aggregate, other than any such Contract which terminated or pursuant to which the purchase, sale or exchange transaction consummated, in each case prior to August 31, 2024;
- (u) that limits or restricts (i) the ability of the Company or any of its Subsidiaries to engage in any line of business or carry on business in any geographic area, or (ii) the scope of persons to whom the Company or any of its Subsidiaries may sell products, deliver services or conduct business;
- (v) that if terminated or modified or if it ceased to be in effect would reasonably be expected to have a Material Adverse Effect; or
- (w) that is otherwise material to the Company and its Subsidiaries, taken as a whole.

“**Meeting**” means the special meeting of the Shareholders, including any adjournment or postponement thereof, called and held in accordance with the Interim Order to consider the Arrangement Resolution and Delisting Resolution;

“**MI 61-101**” means Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions*;

“**NI 54-101**” means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

“**NOBO**” has the meaning set out in “*General Proxy Information – Registered Shareholders* may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (x) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (y) by fax at (416) 595-9593; or
- (z) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders”;

“Non-Resident Holder” has the meaning set out in *“Certain Canadian Federal Income Tax Considerations – Specified Holders Not Resident in Canada”*;

“OBO” has the meaning set out in “General Proxy Information – Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (aa) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (bb) by fax at (416) 595-9593; or
- (cc) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders”;

“Order” means any judicial, arbitral, administrative, ministerial, departmental or regulatory judgment, injunction, order, decision, ruling, determination, award, or decree of any Governmental Entity (in each case, whether temporary, preliminary or permanent);

“Ordinary Course” means, with respect to an action taken by the Company or its Subsidiaries, that such action is taken in the ordinary course of the normal operations of the business of, as applicable, the Company or its Subsidiaries;

“Outside Date” means December 17, 2026, or such later date as may be agreed to in writing by the Parties;

“Parties” means together, the Company and the Purchaser, and **“Party”** means any of them;

“Permit” means any licence, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of and from any Governmental Entity;

“person” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Plan of Arrangement” means the plan of arrangement, substantially in the form of Schedule “D” to this Information Circular, and any amendments or variations thereto made in accordance with the Plan of Arrangement and the Arrangement Agreement or made at the direction of the Court in the Final Order;

“Proceeding” means any suit, claim, action, charge, complaint, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or investigation commenced, brought, conducted or heard by or before, any court or other Governmental Entity;

“Purchaser” means Terry L. Tucker;

“Record Date” means the close of business on October 2, 2026, the date for determining Shareholders entitled to receive notice of, and to vote at, the Meeting;

“Registered Shareholder” means a Shareholder as recorded in the Company’s Common Shares register;

“**Regulations**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations*”;

“**Regulatory Approvals**” means those sanctions, rulings, consents, orders, exemptions, Permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early terminations, authorizations, clearances, or written confirmations of no intention to initiate legal Proceedings from Governmental Entities, in each case required to consummate the transactions contemplated by the Arrangement Agreement, but excluding the approval of the Arrangement by the Court. For the avoidance of doubt, **Regulatory Approvals** shall include the **Required Regulatory Approvals**;

“**Representatives**” means, with respect to any person, any officer, director, employee, representative (including any financial, legal or other advisor) or agent of such person or of any of its affiliates;

“**Required Regulatory Approvals**” means the conditional approval of the Exchange required to complete the Arrangement;

“**Required Shareholder Approval**” means the requisite Shareholder approval of the Arrangement Resolution as set forth in the Arrangement Agreement, together with any other vote required under the Interim Order;

“**Resident Holder**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations – Specified Holders Resident in Canada*”;

“**Revised Proposal**” has the meaning set out in “*TSX Trust Company is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.*”

Background to the Arrangement”;

“**Securities Act**” means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder;

“**Securities Laws**” means the Securities Act, together with all other applicable securities Laws, rules and regulations and published policies thereunder, or under the securities Laws of any other applicable province or territory of Canada;

“**SEDAR+**” means the System for Electronic Data Analysis and Retrieval Plus;

“**Shareholders**” means the registered or beneficial holder of the Common Shares, as the context requires;

“**South African Subsidiaries**” means TGV Resources (Pty) Ltd and GAH Mining (Pty) Ltd., two wholly-owned subsidiaries of the Company, and African Star Minerals (Pty) Limited, a partially-owned subsidiary of the Company, all of which are organized under the laws of South Africa;

“**Special Committee**” means the special committee of certain independent members of the Board constituted to consider the Arrangement, consisting of Kevin Ma and Neil Budd, who are free from any interest and any business or other relationship with the Company or the Purchaser that could, or could reasonably be perceived to, materially interfere with their ability to act with a view to the best interests of the Company;

“**Specified Holder**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations*”;

“**Subsidiary**” has the meaning specified in the BCBCA;

“**Superior Proposal**” means any *bona fide* written Acquisition Proposal from a person or person(s) to acquire not less than all of the outstanding Common Shares or all or substantially all of the assets of the Company on a consolidated basis that complies with the requirements set out in the Arrangement Agreement;

“**Superior Proposal Notice**” has the meaning set out in “*The Arrangement Agreement*” – “*Non-Solicitation*”;

“**Taxes**” mean, with respect to any person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof, together with any tax indemnity obligation, interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not and “**Tax**” means any such Taxes;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Tax Proposals**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations*”;

“**Tax Returns**” means any and all returns, reports, declarations, elections, notices, forms, designations, schedules, attachments, filings, and statements (including any amendments, and estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes (whether in tangible, electronic or other form);

“**taxable capital gain**” has the meaning set out in “*Certain Canadian Federal Income Tax Considerations – Specified Holders Resident in Canada*”;

“**Term Sheet**” has the meaning set out in “*Information Concerning the Company*” – “*Recent Developments*”;

“**Transaction Expenses**” has the meaning set out in “*The Arrangement*” – “*Treatment of Indebtedness Under the Arrangement*” – “*Transaction Expenses*”;

“**Transfer Agent**” means TSX Trust Company, the transfer agent of the Company; and

“**VIF**” has the meaning set out in “*General Proxy Information – Registered Shareholders* may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (dd) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (ee) by fax at (416) 595-9593; or
- (ff) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders”.

INFORMATION CIRCULAR

The information contained herein is provided as of October 9, 2026, unless indicated otherwise. This Information Circular is delivered in connection with the solicitation of proxies by and on behalf of management of the Company for use at the Meeting and any adjournment or postponement thereof. No person has been authorized to give any information or make any representation in connection with matters to be considered at the Meeting other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by the Company or the management of the Company.

This Information Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer of proxy solicitation. Neither the delivery of this Information Circular nor any distribution of securities referred to herein shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Information Circular.

Information contained in this Information Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection with the matters considered in this Information Circular.

All summaries of, and references to, the Arrangement Agreement in this Information Circular are qualified in their entirety by reference to the complete text of the Arrangement Agreement. The Arrangement Agreement is available under Southstone's profile on SEDAR+ at www.sedarplus.ca. Capitalized terms used in this Information Circular in any summary of the Arrangement Agreement have the meanings given to them in the Arrangement Agreement.

The Arrangement has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Arrangement or upon the accuracy or adequacy of the information contained in this Information Circular and any representation to the contrary is unlawful.

VOTING INFORMATION

Who is soliciting my proxy?

The management of the Company is soliciting your proxy for use at the Meeting.

What will I be voting on?

You will be voting on the Arrangement Resolution to approve the Arrangement and the Delisting Resolution for the delisting of the Common Shares from the Exchange, both as more particularly described in this Information Circular.

Which classes of securities are voting?

The holders of the Common Shares of the Company will be voting at the Meeting as a single class. In order for the Arrangement to proceed, the Arrangement Resolution must be approved at the Meeting by: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101). The Delisting Resolution is required to be passed by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting.

How many votes do I have?

At the meeting, each Registered Shareholder will be entitled to one vote for each Common Share held in respect of the vote, in each case held at the close of business on October 2, 2026, which is the Record Date for the Meeting.

How many Common Shares are eligible to vote?

The number of Common Shares outstanding on October 2, 2026 is 33,401,888 (including 4,775,000 Common Shares held by the Purchaser).

How do I vote?

If you are eligible to vote and your Common Shares are registered in your name, you can vote your Common Shares in person at the Meeting or be represented by proxy, as explained below. If your Common Shares are held in the name of an Intermediary, please see the instructions below under the heading “*General Proxy Information*”.

Voting by proxy for Registered Shareholders

Whether or not you attend the Meeting, if you are a Registered Shareholder you can appoint someone else to vote for you as your proxyholder. Registered Shareholders are requested to use the enclosed forms of proxy to appoint your proxyholder.

To be effective, a properly executed proxy from a Registered Shareholder must be received online or by mail by TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1 or delivered by hand to 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9. In order to be valid and acted upon at the Meeting, a properly executed proxy must be received by 10:00 a.m. (Vancouver time) on November 10, 2026, or in the event the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Meeting.

The persons named in the enclosed forms of proxy are directors and/or officers of the Company. However, you can choose another person or Company to be your proxyholder, including someone who is not a Shareholder. You may do so by crossing out the names printed on the appropriate proxy and inserting another person’s name in the blank space provided.

Voting by Internet for Registered Shareholders

Registered Shareholders may also transmit their voting instructions by accessing the website www.voteproxyonline.com and following the instructions set out on the proxy form. In order to be valid and acted upon at the Meeting, a properly executed proxy must be received by 10:00 a.m. (Vancouver time) on November 10, 2026, or in the event the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Meeting.

How will my proxy be voted?

On the appropriate form of proxy, you can indicate how you want your proxyholder to vote your Common Shares. In the absence of such direction, your Common Shares will be voted FOR the approval of the Arrangement Resolution and the Delisting Resolution.

If you have specified in the appropriate form of proxy how you want your Common Shares to be voted in respect of the Arrangement Resolution and Delisting Resolution (by marking FOR or AGAINST) then your proxyholder must vote your Common Shares accordingly.

Unless contrary instructions are provided, Common Shares represented by proxies received by management will be voted FOR the Arrangement Resolution and Delisting Resolution.

What if there are amendments or if other matters are brought before the Meeting?

The enclosed forms of proxy give the persons named on it authority to use their discretion in voting on such other business, including amendments or variations to the matters identified in the Notice of Meeting, as may properly be brought before the Meeting or any adjournment or postponement thereof.

As of the time of printing this Information Circular, management of the Company is not aware that any other matter is to be brought before the Meeting. If, however, other matters properly come before the Meeting, the persons named in the enclosed forms of proxy will vote on them in accordance with their judgment, pursuant to the discretionary authority conferred by each form of proxy with respect to such matters.

What if I change my mind and want to revoke my proxy?

Registered Shareholders can revoke your proxy at any time before it is acted upon.

Registered Shareholders can do this by stating clearly, in writing, that you want to revoke your proxy and by delivering this written statement to the office of the Transfer Agent at the address noted above not later than the last business day before the day of the Meeting or to the Chair of the Meeting on the day of the Meeting or any adjournment thereof.

Who counts the votes?

Proxies are counted by the Transfer Agent, TSX Trust Company.

How are proxies solicited?

The Company's management requests that Registered Shareholders sign and return the appropriate enclosed form of proxy to ensure votes are exercised at the Meeting. The solicitation of proxies will be primarily by mail. However, the directors, officers and employees of the Company may also solicit proxies in person, by telephone or by fax. Additionally, the Company has also retained Laurel Hill as its proxy solicitation agent and shareholder communications advisor, for assistance in connection with the solicitation of proxies for the Meeting, and other advisory services.

How can a Beneficial Shareholder vote?

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for Non-Objecting Beneficial Owners).

The proxy solicitation materials relating to the Meeting are mailed to all registered holders and all NOBOs. Broadridge Financial Solutions, Inc. ("**Broadridge**") will complete the mailing to all NOBO holders. As a result, NOBOs can expect to receive a scannable Voting Instruction Form ("**VIF**") from Broadridge. The VIF is to be completed and returned to Broadridge as set out in the instructions provided on the VIF. Broadridge will tabulate the results of the VIFs received from NOBOs and will provide appropriate voting instructions at the Meeting with respect to the Common Shares represented by the VIFs they receive.

These Shareholder materials are being sent to both registered and non-registered owners of the Common Shares of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of Common Shares, were obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Common Shares on your behalf.

Beneficial Shareholders who are OBOs do not appear on the list of shareholders of the Company maintained by the transfer agent. Pursuant to NI 54-101, the Company will distribute copies of proxy-related materials in connection with this Meeting (including this Information Circular) indirectly to OBOs through such OBO's Intermediaries. The Company is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of proxy-related material in connection with the Meeting. The Company will pay for Intermediaries to deliver to OBOs copies of the proxy-related material and related documents. OBOs should follow the instructions of their Intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to Registered Shareholders by the Company; however, its purpose is limited to instructing the Intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge in Canada and in the United States. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the

same persons as the named proxyholders to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information provided in this Information Circular may contain forward-looking statements and forward-looking information about the Company within the meaning of applicable Securities Laws. In addition, the Company may make or approve certain statements or information in future filings with Canadian securities regulatory authorities, in press releases, or in oral or written presentation by Representatives of the Company that are not statements of historical fact and may also constitute forward-looking statements or forward-looking information. All statements and information, other than statements of historical fact, made by the Company that address activities, events, or developments that the Company expects or anticipates will or may occur in the future are forward-looking statements and information, including, but not limited to statements and information preceded by, followed by, or that include words such as "may", "would", "could", "will", "likely", "expect", "anticipate", "believe", "intends", "plan", "forecast", "project", "potential", "intend", "targeted", "continue", "goal", "estimate", "outlook", "aim" or the negative of those words or other similar or comparable words. Forward-looking statements are necessarily based on estimates and assumptions made by the Company in light of the Company's experience and perception of historical trends, current conditions and expected future developments, as well as the factors the Company believes are appropriate. Forward-looking statements in this Information Circular include, but are not limited to, statements relating to:

- the Arrangement;
- anticipated timing for holding the Meeting;
- the intentions, plans and future actions of the Purchaser or its permitted assignee and the Company;
- potential benefits, risks and effects of the Arrangement;
- the Company's ability to consummate the Arrangement on the terms of the Arrangement Agreement;
- the likelihood of the Arrangement being completed;
- the timing for the completion of the Arrangement;
- timing and possible outcome of Shareholder approvals and regulatory matters;
- statements made in, and based upon, the Fairness Opinion;
- receipt of necessary approvals including court, Shareholder, Exchange, regulatory and other third party approvals;
- the Purchaser's purposes for the Arrangement;
- the Purchaser's position as to fairness of the Arrangement;
- the Company's mining operations and prospects;
- financial projections and forecasts;
- funds required to complete the Arrangement;
- statements relating to the business and future activities of the Company and the Purchaser following consummation of the Arrangement including the assets, corporate and capital structure, capitalization, operations, business properties and personnel of the Company;
- the Company's future strategy, structure and business prospects;
- projected revenues, future trends, opportunities and growth in the Company's industry and the diamond mining markets;
- implementing aspects of the Company's business plan and strategies;
- our ability to attain and maintain profitability;
- our financing goals and plans;
- our ability to conserve cash and reduce costs; and
- whether and how long our existing working capital and cash flows will be sufficient to fund our

operations.

The forward-looking statements contained herein are based on a number of assumptions which could prove to be significantly incorrect. Such assumptions include: assumptions regarding the ability of the Company to receive, in a timely manner and on satisfactory terms, the necessary Court, Shareholder, Exchange and Regulatory Approvals and consents; and the ability of the Parties to satisfy in a timely manner the conditions to the closing of the Arrangement.

Although management of the Company believes that the assumptions made and the expectations represented by such statements are reasonable, there can be no assurance that forward-looking information herein will prove to be accurate. Actual results and developments may differ materially from those expressed or implied by the forward-looking information contained herein and even if such actual results and developments are realized or substantially realized, there can be no assurance that they will have the expected consequences or effects.

Forward-looking statements and information involve significant risks, assumptions, uncertainties and other factors that may cause actual future results or anticipated events to differ materially from those expressed or implied in any forward-looking statements or information and, accordingly, should not be read as guarantees of future performance or results. These risks and factors include, but are not limited to:

- non-completion of the Arrangement, including due to the Company failing to receive, in a timely manner and on satisfactory terms, the necessary Court, Shareholder, Exchange and Regulatory Approvals or consents or the inability of the Parties to satisfy in a timely manner the other conditions to the closing of the Arrangement;
- financial projections and forecasts;
- general business, economic, competitive, political, regulatory and social uncertainties;
- risks related to factors beyond the control of the Purchaser or the Company;
- regulatory requirements;
- risks related to certain directors and executive officers of the Company having interests in the Arrangement that are different from other Shareholders;
- risks relating to the fact that the Arrangement Agreement contains provisions that could discourage a competing acquirer of the Company; and
- the risk factors otherwise described in this Information Circular.

Actual results, performance or achievement could differ materially from that expressed in, or implied by, any forward-looking statements or information in this Information Circular, and, accordingly, investors should not place undue reliance on any such forward-looking statements or information.

Further, any forward-looking statement or information speaks only as of the date on which such statement is made, and the Company undertakes no obligation to update any forward-looking statements or information to reflect information, events, results, circumstances or otherwise after the date on which such statement is made or to reflect the occurrence of unanticipated events, except as required by law, including Securities Laws. All forward-looking statements and information contained in this Information Circular and other document of the Company are qualified by such cautionary statements. The factors identified above are not intended to represent a complete list of the factors that could affect the Company. Additional factors are noted under “*Risk Factors*” in this Information Circular. New factors emerge from time to time, and it is not possible for management to predict all of such factors and to assess in advance the impact of each such factor on the Company’s business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

In evaluating any forward-looking information contained or incorporated by reference in this Information Circular, Southstone cautions readers not to place undue reliance on any such forward-looking information. All forward-looking information in this Information Circular speaks as of the date of this Information Circular. Unless otherwise required by applicable Securities Laws, the Company does not intend, nor does the Company undertake any obligation, to update or revise any forward-looking information contained or incorporated by reference in this Information Circular to reflect subsequent information, events, results, circumstances or otherwise. Additional information about these assumptions and risks and uncertainties is contained in the Company’s filings with securities regulatory authorities, which are available on SEDAR+ at www.sedarplus.ca.

INFORMATION FOR U.S. SHAREHOLDERS

The solicitation of proxies for the Meeting is not subject to the requirements applicable to proxy statements under the 1934 Act. Accordingly, this Information Circular has been prepared solely in accordance with disclosure requirements applicable in the Province of British Columbia and Canada. Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to proxy statements under the 1934 Act. Specifically, information contained herein has been prepared in accordance with Canadian disclosure standards, which are different than disclosure standards under the 1934 Act.

The enforcement by Shareholders of civil liabilities under the United States federal or state securities laws may be affected adversely by the fact that the Company is organized under the laws of British Columbia, Canada, that certain of its officers and directors are residents of countries other than the United States, that the experts named in this Information Circular are residents of Canada, and substantially all of the assets of the Company and such persons are, or will be, located outside the United States. In addition, the courts of Canada may not enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal or state securities laws of the United States.

This transaction has not been approved or disapproved by the United States Securities and Exchange Commission, the Exchange or any other securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or the merits of this transaction or upon the accuracy or adequacy of the information contained in this Information Circular.

Shareholders in the United States should be aware that the disposition of Common Shares pursuant to the Arrangement may have tax consequences both in the United States and in Canada. United States tax consequences are not described herein and Shareholders in the United States are advised to consult their independent tax advisors regarding the United States federal, state, local and foreign tax consequences to them of participating in the Arrangement.

CURRENCY PRESENTATION

In this Information Circular, unless stated otherwise or the context requires, all dollar amounts are expressed in Canadian dollars. All references to dollars, “\$” or “C\$” are to Canadian currency.

Q&A ON THE ARRANGEMENT, VOTING RIGHTS AND SOLICITATION OF PROXIES

The following are some of the questions that you, as a Shareholder, may have and answers to those questions. You are urged to read the remainder of this Information Circular, the form of proxy and the Letter of Transmittal carefully, because the information contained below is a summary and therefore is not complete. The following responses are qualified in their entirety by the more detailed information contained elsewhere in or incorporated by reference into this Information Circular, including the schedules hereto, the form of proxy and the Letter of Transmittal, all of which are important and should be reviewed carefully. Capitalized terms used in these Questions and Answers but not otherwise defined herein have the meanings set forth in the glossary of this Information Circular.

What is this document?

This is an Information Circular sent to Shareholders in advance of a Meeting as set out in the Notice of Special Meeting of Shareholders. This Information Circular provides additional information in respect of the business of the Meeting. References in this Information Circular to the Meeting include any adjournment(s) or postponement(s) that may occur. You can vote at the Meeting in person (if you are a Registered Shareholder) or by proxy. A form of proxy or voting instruction form accompanies this Information Circular.

What is the purpose of the Meeting?

At the Meeting, Shareholders will be asked to consider and, if thought fit, approve the Arrangement Resolution. Subject to any further order of the Court, the Interim Order provides that approval of the Arrangement Resolution will require an affirmative vote of (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii)

a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. The Arrangement Resolution must be approved by Shareholders in order for the Company to seek the Final Order. At the Meeting, Shareholders will also be asked to consider and, if thought fit, approve the Delisting Resolution. The Delisting Resolution requires an affirmative vote of a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share. See “*The Arrangement – Required Shareholder Approval*” and “*Principal Legal Matters – Canadian Securities Law Matters*” for additional information.

Does the Board support the Arrangement?

Yes. After consideration of, among other things, the unanimous recommendation of the Special Committee and the Fairness Opinion, the Board has unanimously (with Terry L. Tucker abstaining) determined that the Arrangement is fair to the Shareholders (other than the Purchaser) and in the best interests of the Company. The Board unanimously (with Terry L. Tucker abstaining) recommends that Shareholders vote FOR the Arrangement Resolution. The Board also unanimously (with Terry L. Tucker abstaining) recommends that disinterested Shareholders vote FOR the Delisting Resolution. See “*TSX Trust Company is acting as the Depository for purposes of the Arrangement. In such capacity, the Depository will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depository will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.*

Background to the Arrangement”.

When will the Arrangement become effective?

Subject to obtaining Court and other approvals as well as the satisfaction or waiver of all other conditions precedent set out in the Arrangement Agreement, if Shareholders approve the Arrangement Resolution and Delisting Resolution, it is anticipated that the Arrangement will be completed on or about November 17, 2026; however, it is not possible to determine with certainty when the Effective Date will occur. The Effective Date could be delayed for a number of reasons. Assuming the conditions set out in the Arrangement Agreement have been satisfied or waived by the Party for whose benefit they exist, upon obtaining the Final Order, the Company and the Purchaser will agree on the Effective Date or, in the absence of such agreement, the Effective Date will be no later than five business days following the satisfaction or waiver of all conditions to completion of the Arrangement set out in the Arrangement Agreement (excluding any conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, waiver of those conditions as of the Effective Date by the applicable Party or Parties for whose benefit such conditions exist) and the Arrangement shall be effective at the Effective Time on the Effective Date and will have all of the effects provided by applicable Law. The Arrangement Agreement may be terminated and the Arrangement may be abandoned if the Effective Time has not occurred on or before the Outside Date. See “*The Arrangement– Arrangement Steps*”.

How do I elect to receive my Consideration under the Arrangement?

If you are a Registered Shareholder, in order to receive the Consideration to which you are entitled pursuant to the Arrangement, you must complete and sign the enclosed Letter of Transmittal and return it, together with the original certificate(s) representing your Common Shares or copies of the DRS Statement(s), as applicable, and any other required documents and instruments to the Depository in accordance with the procedures set out in the enclosed Letter of Transmittal.

Beneficial Shareholders whose Common Shares are registered in the name of an Intermediary should contact their Intermediary for instructions and assistance in receiving the Consideration to which they are entitled pursuant to the Arrangement. See “*Procedures for the Surrender of Common Shares and Receipt of Consideration*”.

What will happen to the Company if the Arrangement is completed?

If the Arrangement is completed, the Purchaser will acquire all of the Common Shares (other than the Common Shares already held by the Purchaser). If the disinterested Shareholders approve the Delisting Resolution, the Common Shares are expected to be de-listed from the Exchange promptly following the Effective Date. In addition, it is expected that the Company will apply to cease to be a reporting issuer (or the equivalent) in all jurisdictions in which it is a reporting issuer (or the equivalent) and thus will terminate its reporting obligations in Canada. See “*Principal Legal Matters – Stock Exchange De-Listing and Reporting Issuer Status*”.

What approvals are required by Shareholders at the Meeting?

To be effective, the Arrangement is subject to the satisfaction or waiver of certain conditions set out in the Arrangement Agreement. These conditions include, among others: the approval of the Arrangement Resolution by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. In addition, the approval of the Delisting Resolution by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, will be required. See “*Principal Legal Matters – Canadian Securities Law Matters*” for additional information.

A summary of the conditions to the Arrangement is provided in the main body of this Information Circular under the heading “*The Arrangement Agreement – Conditions Precedent to the Arrangement*”.

Are Shareholders entitled to Dissent Rights?

Yes, pursuant to the Interim Order, Registered Shareholders have Dissent Rights with respect to the Arrangement Resolution. In order to exercise such Dissent Rights, a Registered Shareholder must deliver a written objection to the Arrangement Resolution to the Company, c/o McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani, by 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting (or if the Meeting is adjourned or postponed, two Business Days before any such adjourned or postponed Meeting), and otherwise comply with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and Plan of Arrangement. Provided that the Arrangement becomes effective, each Dissenting Shareholder will be entitled to be paid the fair value of their Common Shares in respect of which the holder dissents in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement (subject to compliance with the terms thereof). See Schedules “E” and “F” of this Information Circular for a copy of the Interim Order and the provisions of Division 2 of Part 8 of the BCBCA, respectively.

What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

If the Arrangement Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. If this occurs, the Company will continue to carry on its business operations in the normal and usual course. See “*Risk Factors*”.

What do I need to do now?

You should carefully read and consider the information contained in this Information Circular. Registered Shareholders should then complete, sign and date the enclosed form of proxy and return it as indicated in the Notice of Meeting as soon as possible so that your Common Shares may be represented at the Meeting. To be eligible for voting at the Meeting, the form of proxy must be returned to the Transfer Agent not later than 10:00 a.m. (Vancouver time) on November 10, 2026 or, if the Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays or any other holiday in Vancouver, British Columbia) prior to the time of such adjourned or postponed

Meeting. A Registered Shareholder may also transmit their voting instructions by accessing the website www.voteproxyonline.com and following the instructions set out on the proxy form. See “*General Proxy Information*”.

If my Common Shares are held by my broker, will my broker vote my Common Shares for me?

A broker will vote the Common Shares held by you only if you provide instructions to your broker on how to vote. Without instructions, those Common Shares will not be voted. Beneficial Shareholders should instruct their brokers to vote their Common Shares by following the directions provided to them by their brokers. Unless your broker gives you its proxy to vote the Common Shares at the Meeting, you cannot vote those Common Shares owned by you at the Meeting. See “*General Proxy Information – Registered Shareholders* may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (gg) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (hh) by fax at (416) 595-9593; or
- (ii) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders”.

Should I send in my proxy now?

Yes. To ensure that your vote is counted, you need to complete and submit the enclosed form of proxy, transmit your instructions online or, if applicable, provide your broker with voting instructions. See “*General Proxy Information*”.

When will I receive the Consideration payable to me under the Arrangement for my Common Shares?

If you are a Shareholder, you will receive the Consideration due to you under the Arrangement promptly after the Arrangement Resolution is approved, Court and other approvals have been obtained, the Arrangement becomes effective and your Letter of Transmittal and original Common Share certificate(s) or copies of DRS Statement(s) and all other required documents are received by the Depositary. See “*Procedures for the Surrender of Common Shares and Receipt of Consideration*”.

What happens if I send in my Common Share certificate(s) and the Arrangement Resolution is not approved or the Arrangement is not completed?

If the Arrangement Resolution is not approved or if the Arrangement is not otherwise completed, your original Common Share certificate(s) will promptly be returned to you by the Depositary.

Who can help answer any further questions?

Shareholders who would like additional copies, without charge, of this Information Circular or have additional questions about the Arrangement, including the procedures for voting Common Shares should contact Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

GENERAL PROXY INFORMATION

The Meeting

The Meeting will be held in person at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 on November 12, 2026 at 10:00 a.m. (Vancouver time).

Attending the Meeting

The Meeting will be held in person. Only Shareholders whose names have been entered in the registers of the Company as of the close of business (5:00 p.m. (Vancouver time)) on the Record Date will be entitled to receive notice of and vote at the Meeting.

Registered Shareholders may attend the Meeting and vote their Common Shares in person. Beneficial Shareholders (as defined below) who wish to attend and vote at the Meeting in person must arrange to be appointed as proxyholder. See “*Registered Shareholders* may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (jj) log on to TSX Trust Company’s website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder’s 12- digit control number.; or
- (kk) by fax at (416) 595-9593; or
- (ll) date and sign the proxy and return it to the Company’s Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting “INFO” to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders” below.

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. The Company has also retained Laurel Hill Advisory Group to act as proxy solicitation agent and shareholder communications advisor in connection with the Meeting, for a program management fee of \$35,000, plus per-contact fees and out-of-pocket expenses, which will be paid by the Company. The Company is relying upon the provisions of NI 54-101 that permit it to deliver proxy-related materials directly to beneficial owners of the Common Shares held of record.

Appointment of Proxyholders

The individuals named in the accompanying proxy as proxyholders are directors/officers of the Company and have been appointed by management. **If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the persons designated in the proxy, who need not be a Shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the proxy or by completing and delivering another suitable form of proxy.**

Voting by Proxyholder

The persons named in the proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the proxy, the management appointee acting as a proxyholder will vote in favour of each matter identified on the proxy.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting. A Registered Shareholder may submit a proxy using one of the following methods:

- (d) log on to TSX Trust Company's website at www.voteproxyonline.com. Registered Shareholders must follow the instructions set out on the website and refer to the proxy for the holder's 12- digit control number.; or
- (e) by fax at (416) 595-9593; or
- (f) date and sign the proxy and return it to the Company's Transfer Agent, TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1;

Whatever method a Registered Shareholder chooses to submit their proxy, they must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.

If you have questions or require assistance with voting your shares, please contact: Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting "INFO" to either number, or by email at assistance@laurelhill.com

Beneficial Shareholders

The following information is of significant importance to Shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (in respect of the Common Shares, those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the Shareholders' Intermediaries. In Canada, the majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (called “**OBOs**” for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called “**NOBOs**” for Non-Objecting Beneficial Owners).

The proxy solicitation materials relating to the Meeting are mailed to all registered holders and all NOBOs. Broadridge will complete the mailing to all NOBO holders. As a result, NOBOs can expect to receive a scannable VIF from Broadridge. The VIF is to be completed and returned to Broadridge as set out in the instructions provided on the VIF. Broadridge will tabulate the results of the VIFs received from NOBOs and will provide appropriate voting instructions at the Meeting with respect to the Common Shares represented by the VIFs they receive.

These Shareholder materials are being sent to both registered and non-registered owners of the Common Shares of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of Common Shares, were obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Common Shares on your behalf.

Please return your VIF as specified in the request for voting instructions that was sent to you. The Company may also use Broadridge Financial Services’ (Broadridge) QuickVote™ service. Laurel Hill Advisory Group may contact eligible NOBOs to conveniently obtain their vote directly over the telephone.

Beneficial Shareholders who are OBOs do not appear on the list of shareholders of the Company maintained by the transfer agent. Pursuant to NI 54-101, the Company will distribute copies of proxy-related materials in connection with this Meeting (including this Information Circular) indirectly to OBOs through such OBO’s Intermediaries. The Company is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of proxy-related material in connection with the Meeting. The Company will pay for Intermediaries to deliver to OBOs copies of the proxy-related material and related documents. OBOs should follow the instructions of their Intermediary carefully to ensure that their Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to Registered Shareholders by the Company; however, its purpose is limited to instructing the Intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge in Canada and in the United States. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the named proxyholders to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge’s instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.

Notice to Shareholders in the United States

The solicitation of proxies may involve securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and Securities Laws of the provinces of Canada. The proxy solicitation rules under the 1934 Act, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the Securities Laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the Securities Laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the BCBCA, certain of its directors and its executive officers are residents of Canada and a part of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by:

- (a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to TSX Trust Company or at the address of the registered office of the Company at 2751 Graham Street, Victoria, British Columbia V8T 3Z1 at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chair of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) attending the Meeting in person and voting the Registered Shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

If you have any questions with respect to the foregoing or need help with voting, we invite you to contact Laurel Hill Advisory Group, by calling 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting "INFO" to either number, or by email at assistance@laurelhill.com.

PROCEDURES FOR THE SURRENDER OF COMMON SHARES AND RECEIPT OF CONSIDERATION

Procedures for Shareholders

Letter of Transmittal

If you are a Registered Shareholder, you should have received with this Information Circular a Letter of Transmittal for the Common Shares. If the Arrangement Resolution is passed and the Arrangement is implemented, in order to receive the payment for your Common Shares, Registered Shareholders must complete and sign the Letter of Transmittal and deliver it, together with original certificates representing your Common Shares or copies of the DRS Statement(s) and the other relevant documents required by the instructions set out therein, to the Depositary in accordance with the instructions contained in the Letter of Transmittal. You can obtain additional copies of the Letter of Transmittal by contacting the Depositary at the telephone numbers, email or addresses shown on the back page. The Letter of Transmittal is also available on SEDAR+ at www.sedarplus.ca.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. The deposit of Common Shares pursuant to the procedures in the Letter of Transmittal will constitute a binding agreement between the depositing Shareholder and the Purchaser upon the terms and subject to the conditions of the Arrangement.

Only Registered Shareholders should submit a Letter of Transmittal. If you are a Beneficial Shareholder holding your Common Shares through an Intermediary, you should carefully follow any instructions provided to you by such Intermediary.

The signature on the Letter of Transmittal must be guaranteed by a Canadian Schedule I Chartered Bank, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP) (each an "**Eligible Institution**") if a Letter of Transmittal is executed by a person other than the Registered Shareholder deposited therewith or if the Consideration is to be issued in a name other than the registered owner(s).

All questions as to validity, form, eligibility (including timely receipt) and acceptance of the Letter of Transmittal and any Common Shares surrendered in connection with the Arrangement, will be determined by the Company and the Purchaser. Such determination will be final and binding. There shall be no duty or obligation of the Company, the Purchaser, the Depositary or any other person to give notice of any defect or irregularity in any deposit or notice of

withdrawal and no liability will be incurred by any of them for failure to give any such notice. The Company reserves for itself and the Purchaser the absolute right to reject, without notice, any and all surrenders of Common Shares which it determines not to be in proper form or which, in the opinion of its counsel, it may be unlawful to accept under the Laws of any jurisdiction. The Company reserves for itself and the Purchaser the absolute right to waive any defect or irregularity in the surrender of any Common Shares.

The method of delivery of the Letter of Transmittal, original certificates or DRS Statements representing Common Shares and all other required documents is at the option and risk of the person depositing their Common Shares. Any use of the mail to forward certificates or DRS Statements representing Common Shares and/or the related Letters of Transmittal shall be at the election and sole risk of the person depositing such Common Shares, and documents so mailed shall be deemed to have been received by the Company only upon actual receipt by the Depositary. If such original certificates, DRS Statements and other documents are to be mailed, the Company recommends that registered mail be used with proper insurance and an acknowledgement of receipt requested.

Delivery of Consideration

The Purchaser will, following receipt of the Final Order and at least one Business Day prior to the Effective Date, deposit with the Depositary, to be held and dealt with in accordance with the Depositary Agreement and the Plan of Arrangement, sufficient cash funds in Canadian dollars to satisfy the consideration payable to the Shareholders pursuant to the Arrangement.

Registered Shareholders (other than Registered Shareholders who properly exercise Dissent Rights) who deposit validly completed and duly signed Letter(s) of Transmittal, together with accompanying original certificate(s) or DRS Statement(s) representing their Common Shares, will be forwarded the Consideration less any amounts withheld, as may be applicable, to which they are entitled as soon as practicable after the later of the Effective Date and the date of receipt by the Depositary of the properly completed Letter of Transmittal and accompanying original certificate(s) or DRS Statements. The original certificates or DRS Statements representing the Common Shares will be cancelled as set out in the Plan of Arrangement.

Registered Shareholders who do not forward to the Depositary a validly completed and duly signed Letter of Transmittal, together with the original certificate(s) or DRS Statement(s) representing their Common Shares, will not receive the Consideration to which they are otherwise entitled until deposit thereof is made. Whether or not Shareholders forward their original certificate(s) or DRS Statements alongside the Letter of Transmittal upon the completion of the Plan of Arrangement on the Effective Date, Shareholders will cease to be holders of Common Shares, as applicable, as of the Effective Date and will only be entitled to receive the consideration to which they are entitled under the Arrangement or, in the case of Registered Shareholders who properly exercise Dissent Rights, the right to receive fair value for their Common Shares in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement. See “*Dissent Rights*”.

The aggregate consideration payable under the Arrangement to a former Registered Shareholder who has complied with the procedures set out above and in the Letter of Transmittal will be, as soon as practicable after the Effective Date and after the receipt of all required documents, forwarded to the former Shareholder: (a) via cheque at the address specified in the Letter of Transmittal by first-class mail; or (b) via wire transfer, less a fee of \$100 for each wire transfer, to the bank account specified in the Letter of Transmittal, as requested by the Shareholder in the Letter of Transmittal. If the Shareholder elects to receive a cheque but no address is provided on the Letter of Transmittal, the cheque will be forwarded to the address of the holder as shown on the register maintained by the Transfer Agent. Under no circumstances will interest accrue or be paid by the Company, the Purchaser or the Depositary on the consideration for the Common Shares to persons depositing the Common Shares with the Depositary, regardless of any delay in making any deposit or payment for the Common Shares.

In the event of a transfer of ownership of Common Shares that is not registered in the transfer records of the Company, a cheque representing the proper amount of cash may be delivered to the transferee if the original certificate or DRS Statements representing such Common Shares, as applicable, is presented to the Depositary, accompanied by all documents required to evidence and effect such transfer.

The Depositary will act as the agent of persons who have deposited Common Shares in connection with the Arrangement for the purpose of receiving payment from the Purchaser and transmitting payment from the Purchaser

to such persons, and receipt of payment by the Depositary will be deemed to constitute receipt of payment by persons depositing Common Shares.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to the Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Shareholder claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Shareholder has the right to receive in accordance with the Arrangement and such Shareholder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the registered holder to whom such cash is to be delivered shall as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser, and the Company in a manner satisfactory to the Purchaser, acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

The Depositary will receive reasonable and customary compensation from the Company for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith.

Each of the Company, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amounts payable (including amounts payable in respect of the Common Shares) to any person pursuant to the Plan of Arrangement such amounts as are required or permitted to be deducted or withheld with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that amounts are so withheld or deducted, such withheld or deducted amounts shall be treated for all purposes of the Plan of Arrangement as having been paid to such person in respect of which such deduction and withholding was made provided that such withheld amounts are actually remitted to the appropriate taxing authority.

No holder of Common Shares with respect to such Common Shares shall be entitled to receive any Consideration other than the Consideration to which such holder is entitled to receive in accordance with the Plan of Arrangement. For greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends with a record date prior to or on the Effective Date. No dividend or other distribution declared or made after the Effective Time with respect to the Common Shares with a record date after the Effective Date shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Date, represented outstanding Common Shares.

Beneficial Shareholders whose Common Shares are registered in the name of an Intermediary should contact that Intermediary for instructions and assistance in receiving the Consideration to which they are entitled pursuant to the Arrangement.

Cancellation of Rights of Shareholders

From and after the Effective Time, each certificate, agreement or other instrument (as applicable) that immediately prior to the Effective Time represented Common Shares shall be deemed to represent only the right to receive the consideration in respect of such Common Shares to be paid under the Plan of Arrangement, less any amounts withheld pursuant to the terms thereof, or, in the case of Registered Shareholders who validly exercise Dissent Rights, the right to receive fair value for their Common Shares in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement. See "*Dissent Rights*". Any such certificate, agreement or other instrument (as applicable) formerly representing Common Shares (in each case in respect of which Dissent Rights have not been validly exercised) not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any kind or nature against or in any of the Company or the Purchaser. On such date, any and all consideration to which such former holder of Common Shares was entitled shall be deemed to have been surrendered to the Company and paid over by the Depositary to the Company.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Board of the Company has fixed October 2, 2026, as the Record Date for determination of Shareholders entitled to receive notice of the Meeting. Only Shareholders of record at the close of business on the Record Date who either

attend the Meeting in person or complete, sign and deliver a proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

As of the Record Date, there were 33,401,888 Common Shares without par value issued and outstanding. Each Common Share carries the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares. The Company has no outstanding options, restricted securities, or securities that are directly or indirectly convertible into or exercisable or exchangeable for restricted securities or securities that will, when issued, result in an existing class of outstanding securities being considered restricted securities.

The following table lists, to the knowledge of management of the Company, those persons or companies who beneficially own, directly or indirectly, or exercise control or direction over, voting securities of the Company carrying more than 10% of the voting rights attached to any class of voting securities of the Company as at the date hereof:

Name	Number of Common Shares	Percentage of Common Shares
CC Mining Limited	6,675,872	19.99%
Terry L. Tucker ⁽¹⁾	4,775,000	14.3%

Notes:

(1) Terry L. Tucker is the Executive Chair and Interim Chief Executive Officer of the Company and also the Purchaser under the Arrangement. Common Shares held by Terry L. Tucker will be excluded from the minority vote approving the Arrangement Resolution and Delisting Resolution.

SUMMARY

The following summary of certain information contained elsewhere in this Information Circular, including the Schedules hereto, is provided for convenience only and is qualified in its entirety by reference to the more complete and detailed information contained or referred to elsewhere in this Information Circular or in the Schedules hereto. Terms with initial capital letters used in this summary are defined in the “Glossary of Terms”.

Required Shareholder Approval

The Arrangement is subject to customary conditions for a transaction of this nature, which include the approval of the Court and the approval of the Arrangement Resolution as set out in Schedule “A” hereto by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. The Arrangement Resolution must be approved by Shareholders in order for the Company to seek the Final Order. See “*The Arrangement – Required Shareholder Approval*” and “*Principal Legal Matters – Canadian Securities Law Matters*” for additional information.

In addition, the approval of the Delisting Resolution as set out in Schedule “B” hereto by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, will be required. Pursuant to the policies of the Exchange, as no satisfactory alternative market exists for the Common Shares upon the completion of the Arrangement, “minority approval” by Shareholders, in accordance with Exchange rules, is required to proceed with the delisting of the Common Shares from the Exchange.

Each of Neil Budd and Donna Moroney, being directors of the Company, and CC Mining Limited (together, the “**Locked-Up Shareholders**”), have entered into support and voting agreements with the Purchaser, dated September 21, 2026, setting forth, among other things, the terms and conditions on which such directors, officers and shareholders have agreed to vote their Common Shares in favour of the approval of the Arrangement Resolution and any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement and, in the case of Mr. Budd and Ms. Moroney, against any proposed action or agreement which could reasonably be expected

to impede, interfere with or delay, or in any way adversely affect the completion of the Arrangement and any other transactions contemplated by the Arrangement Agreement. As of the Record Date, the Locked-Up Shareholders owned 6,905,872 Common Shares representing approximately 20.68% of the outstanding Common Shares that are eligible to vote at the Meeting.

The Meeting

The Meeting will be held in person at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 on November 12, 2026 at 10:00 a.m. (Vancouver time) for the purposes set forth in the accompanying Notice of Special Meeting. The business of the Meeting will be to consider and, if thought fit, to pass, with or without variation, the Arrangement Resolution, the full text of which is set out in Schedule “A” to this Information Circular and to consider and, if thought fit, to pass, with or without variation, the Delisting Resolution, the full text of which is set out in Schedule “B” to this Information Circular.

The record date for determining Shareholders entitled to receive notice of and to vote at the Meeting is the close of business on October 2, 2026. See “*General Proxy Information*” and “*Voting Information*” in the Information Circular for additional information.

Summary of the Arrangement

The Company entered into the Arrangement Agreement with the Purchaser on September 21, 2026. A copy of the Arrangement Agreement is available on SEDAR+ at www.sedarplus.ca. The Arrangement Agreement provides for the implementation of the Plan of Arrangement (a copy of which is attached to this Information Circular as Schedule “D”) pursuant to which, among other things, the following transactions events shall occur and shall be deemed to occur sequentially as set out below without further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

1. each of the Common Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality, by or on behalf of the Dissenting Shareholders, to the Purchaser in consideration for a claim against the Company for the amount determined under the Plan of Arrangement, and;
 - (a) such Dissenting Shareholders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid fair value by the Company for such Common Shares as set out in the Plan of Arrangement;
 - (b) such Dissenting Shareholders’ names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and
 - (c) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens), and shall be entered in the register of Common Shares maintained by or on behalf of the Company;
2. each Common Share outstanding immediately prior to the Effective Time, other than Common Shares held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised and Common Shares held by the Purchaser shall, without any further action by or on behalf of a Shareholder, be purchased by the Purchaser in exchange for the Consideration, and:
 - (a) the holders of such Common Shares shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the Consideration by the Purchaser in accordance with the Plan of Arrangement; and
 - (b) such holders’ names shall be removed from the register maintained by or on behalf of the Company.

The authorized share capital of the Company consists of unlimited Common Shares. As of the date hereof and excluding the 4,775,000 Common Shares currently held by the Purchaser, there are 28,626,888 Common Shares

validly issued and outstanding as fully-paid and non-assessable shares of the Company for which the aggregate Consideration payable pursuant to the Arrangement is \$1,073,508.30.

In addition to the aggregate cash Consideration payable to Shareholders, the Arrangement addresses the Company's existing Indebtedness of approximately \$3,596,135, as set out in the Arrangement Agreement, and the estimated costs of the Arrangement totaling approximately \$3,869,135. The Company's indebtedness at the parent level, estimated at \$1,250,409, together with the estimated costs of the Arrangement of \$273,000 (for an aggregate of \$1,523,409), remains an obligation of the Company and will be settled on or about the Effective Date at 100% of principal together with accrued interest, where applicable. In addition, obligations of the Company's South African Subsidiaries totaling approximately \$2,345,726, comprising trade and other payables of \$1,700,538, a rehabilitation provision of \$563,569 in respect of the Oena Diamond Mine and a lease liability of \$81,619, will remain within the subsidiaries and be carried on in full under the Arrangement.

The parent-level indebtedness includes promissory notes and accrued interest, accrued consulting fees, accounts payable to service providers, accrued director fees, amounts owing to the Canada Revenue Agency and other sundry payables. These amounts are estimated as at 30 September 2026 and will be adjusted to the actual Effective Date. The obligations of the South African subsidiaries are stated as at 31 May 2026, as reported in the Company's amended and restated condensed consolidated interim financial statements for the nine months ended 31 May 2026.

Recommendation of the Special Committee

After consulting with its independent financial and legal advisors and after careful consideration of, among other things, the Fairness Opinion, the Special Committee unanimously determined that the Arrangement is fair to the Shareholders (other than the Purchaser) and in the best interests of the Company. The Special Committee unanimously recommended that the Board approve the Arrangement Agreement. See "*TSX Trust Company* is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

Background to the Arrangement".

Recommendation of the Board of Directors

After consideration of, among other things, the unanimous recommendation of the Special Committee and the Fairness Opinion, the Board has unanimously (with Terry L. Tucker abstaining) determined that the Arrangement is fair to the Shareholders (other than the Purchaser) and in the best interests of the Company. The Board unanimously (with Terry L. Tucker abstaining) recommends that Shareholders vote FOR the Arrangement Resolution. The Board also unanimously (with Terry L. Tucker abstaining) recommends that disinterested Shareholders vote FOR the Delisting Resolution. See "*TSX Trust Company* is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

Background to the Arrangement".

Reasons for the Arrangement

In evaluating and approving the Arrangement and in making their determinations and recommendations, the Special Committee and the Board considered and relied upon a number of factors, including, those set out below:

- the Fairness Opinion provided by the Fairness Advisor to the effect that, as of September 21, 2026, and based upon and subject to the limitations and assumptions set forth therein, the Consideration under the Arrangement is fair from a financial point of view to Shareholders (other than the Purchaser);

- the Consideration to be received by Shareholders is payable in cash, which provides Shareholders with certainty of value;
- trading in the Common Shares has been subject to low volumes and infrequency of trades both prior to the halt in trading on January 10, 2024 and subsequent to reinstatement for trading on July 27, 2026, indicating that the ability of a large number of Shareholders to realize the current trading price for their Common Shares is highly unlikely;
- the Special Committee does not believe that the Company's ability to raise the funds necessary to pursue its business objectives is enhanced by its status as a public company, nor that seeking to raise such funds through the public market would be the most cost and time efficient way of doing so;
- the Special Committee has not identified any realistic alternative transaction to the Arrangement. Although the terms of the Arrangement Agreement enable the Company to respond, prior to the approval of the Arrangement by Shareholders, to bona fide unsolicited acquisition proposals that the Board determines in good faith could reasonably be expected to lead to a Superior Proposal (as defined in the Arrangement Agreement), the emergence of a Superior Proposal is considered to be remote;
- the terms and conditions of the Arrangement Agreement, including the conditions precedent for the benefit of each party are reasonable, and no "break fee" is payable to the Purchaser should the Company terminate the Arrangement Agreement to enter into an unsolicited Superior Proposal;
- certain Shareholders, who collectively beneficially own or exercise control over approximately 20.68% of the outstanding Common Shares have entered into voting and support agreements with the Purchaser pursuant to which they have agreed to vote their Common Shares in favour of the Arrangement;
- the Arrangement is not subject to financing;
- completion of the Arrangement requires the approval of the Court and the Shareholders including the "minority approval" of Shareholders required by MI 61-101; and
- the terms of the Arrangement, which provide, among other things, that Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights and, if ultimately successful, receive fair value for their Common Shares as determined by a court.

See "*TSX Trust Company* is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

Background to the Arrangement" and "*Reasons for the Arrangement*".

Fairness Opinion

The views of the Fairness Advisor expressed in the Fairness Opinion are an important consideration in the Special Committee's unanimous recommendation of the Arrangement to the Board and the Board's decision to proceed with the Arrangement.

The Special Committee, on behalf of the Company and the Board, retained the Fairness Advisor to address the fairness, from a financial point of view, of the Consideration to be received by the Shareholders pursuant to the Arrangement. In connection with this mandate, the Fairness Advisor provided an opinion to the Special Committee and the Board to the effect that, as at the date thereof and subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by the Shareholders (other than the Purchaser) pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders. The full text of the Fairness Opinion, setting out the assumptions

made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, are attached as Schedule “C” to this Information Circular. The summary of the Fairness Opinion described in this Information Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

The Fairness Opinion is not a recommendation to any Shareholder as to how to vote or act on any matter relating to the Arrangement. The Special Committee and the Board urge the Shareholders to read the Fairness Opinion carefully and in its entirety.

See “*Fairness Opinion*” in this Information Circular and Schedule “C”.

The Arrangement Agreement

The Company entered into the Arrangement Agreement with the Purchaser on September 21, 2026. The following is a summary of certain material terms of the Arrangement Agreement and is qualified in its entirety by the more detailed summary contained elsewhere in this Information Circular (see “*The Arrangement Agreement*”) and the full text of the Arrangement Agreement that is available on www.sedarplus.ca.

Covenants, Representations and Warranties

The Arrangement Agreement contains customary representations and warranties of the Purchaser and the Company relating to, among other things, their respective organizations, capitalizations, authorizations, and related matters. The Arrangement Agreement also contains covenants of the Company, including, among other things, covenants relating to the conduct of business during the pendency of the Arrangement and non-solicitation covenants. See “*The Arrangement Agreement*”.

Conditions to the Arrangement

The obligations of the Company and the Purchaser to complete the Arrangement and the transactions contemplated thereby are subject to the satisfaction or waiver of certain conditions set out in the Arrangement Agreement. These conditions include, among others, the approval of the Arrangement Resolution by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. The Arrangement Resolution must be approved by Shareholders in order for the Company to seek the Final Order. A summary of the conditions to the Arrangement is provided in the main body of this Information Circular under the heading “*The Arrangement Agreement – Conditions to the Arrangement*”.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated at any time prior to the Effective Date by mutual written agreement of the Purchaser and the Company and by either the Purchaser or the Company in certain other circumstances, including the failure to satisfy the conditions to the Arrangement.

A summary of the termination provisions of the Arrangement Agreement is provided in the main body of this Information Circular under the heading “*The Arrangement Agreement – Termination*”.

Court Approval

An Arrangement under the BCBCA requires Court approval. Prior to the mailing of this Information Circular, the Company obtained the Interim Order from the Court authorizing and directing the Company to call, hold and conduct the Meeting and to submit the Arrangement to the Shareholders for approval. Copies of the Interim Order and the Notice of Hearing of Petition are attached as Schedule “E” to this Information Circular. Subject to the terms of the Arrangement Agreement and approval of the Arrangement Resolution by Shareholders at the Meeting in the manner required by the Interim Order, the Company intends to make an application to the Court for the Final Order. The hearing in respect of the Final Order is expected to take place on November 17, 2026 at 10:00 a.m. (Vancouver time),

or as soon thereafter as counsel may be heard, at 800 Smithe Street, Vancouver, British Columbia. At the hearing, any Shareholder and any other interested party who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing with the Court and serving upon the Company a response in the form prescribed by the Supreme Court Civil Rules (British Columbia) together with any evidence or materials that such party intends to present to the Court on or before 4:00 p.m. (Vancouver time) on November 16, 2026. Service of such notice shall be effected by service upon the solicitors for the Company: McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani. See “*Principal Legal Matters – Court Approval – Final Order*”.

Timing

The Company currently expects the Effective Date to occur on or about November 17, 2026, however, it is not possible to determine with certainty when the Effective Date will occur. The Effective Date could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order. Assuming the conditions set out in the Arrangement Agreement have been satisfied or waived by the Party for whose benefit they exist, upon obtaining the Final Order, the Company and the Purchaser have agreed to complete the Arrangement on an agreed date or, in the absence of such agreement, not later than five Business Days following the satisfaction or waiver of all conditions to completion of the Arrangement set out in the Arrangement Agreement (excluding any conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, waiver of those conditions as of the Effective Date by the applicable party or parties for whose benefit such conditions exist) and the Arrangement shall be effective at the Effective Time on the Effective Date and will have all of the effects provided by applicable Law. See “*The Arrangement – Summary of the Arrangement*”.

Interests of Directors and Officers

In considering the recommendation of the Board, Shareholders should be aware that, as disclosed elsewhere in this Information Circular, certain members of the Board and the senior officers of the Company have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Shareholders generally. See “*Interests of Directors and Officers*” for a description of such interests and benefits.

Further, the Purchaser, Terry L. Tucker, is the Executive Chair and Interim Chief Executive Officer of the Company and holds 4,775,000 Common Shares, representing approximately 14.3% of the outstanding Common Shares. The Purchaser has recused himself from all Board and management deliberations concerning the Arrangement and has abstained from voting on the resolutions approving the Arrangement. See “*Interests of Directors and Officers*” for a description of such interests.

Dissent Rights of Registered Shareholders

Pursuant to the Interim Order, Registered Shareholders have Dissent Rights with respect to the Arrangement Resolution. In order to exercise such Dissent Rights, a Registered Shareholder must deliver a written objection to the Arrangement Resolution to the Company, c/o McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani, by 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting (or if the Meeting is adjourned or postponed, two Business Days before any such adjourned or postponed Meeting), and otherwise comply with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement. Provided that the Arrangement becomes effective, each Dissenting Shareholder will be entitled to be paid the fair value of the Common Shares in respect of which the holder dissents in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement (subject to compliance with the terms thereof). See Schedules “E” and “F” of this Information Circular for a copy of the Interim Order and the provisions of Division 2 of Part 8 of the BCBCA, respectively.

It is a condition to the Purchaser’s obligation to complete the Arrangement that Shareholders holding no more than 10% of the Common Shares shall have exercised Dissent Rights, or instituted proceedings to exercise Dissent Rights, as at the Effective Date.

The statutory provisions covering the right to dissent are technical and complex. Failure to strictly comply with the requirements set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of

Arrangement, may result in the loss of any Dissent Rights. Persons who are beneficial owners of Common Shares registered in the name of an Intermediary who wish to dissent should be aware that only the registered holder of such Common Shares is entitled to dissent. Some, but not all, of the Common Shares are held through global certificates registered in the name of CDS & Co. Accordingly, a beneficial owner of Common Shares desiring to exercise its Dissent Rights must make arrangements for such Common Shares beneficially owned to be registered in such holder's name prior to the time the written objection to the Arrangement Resolution is required to be received by the Company, or alternatively, make arrangements for the registered holder to dissent on such holder's behalf. See "*Dissent Rights*" in this Information Circular.

Voting of Common Shares at the Meeting

A Shareholder may attend the Meeting in-person or may be represented by proxy. Registered Shareholders are requested to date, sign and return the applicable accompanying form of proxy for use at the Meeting or any adjournment or postponement thereof. To be effective, a properly executed proxy from a Registered Shareholder must be received by mail by TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1 or delivered by hand to 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9. In order to be valid and acted upon at the Meeting, a properly executed proxy must be received by 10:00 a.m. (Vancouver time) on November 10, 2026, or in the event the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Meeting. A Registered Shareholder may also transmit its voting instructions by accessing the website www.voteproxyonline.com and following the instructions set out on the proxy form. The time limit for the deposit of proxies may be waived by the Board of the Company at its discretion, without notice, but the Board is under no obligation to do so.

NOBOs can expect to receive a scannable VIF from Broadridge. The VIF is to be completed and returned to Broadridge as set out in the instructions provided on the VIF. Broadridge will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the Common Shares represented by the VIFs they receive. Beneficial Shareholders who are OBOs should follow the instructions of their Intermediary carefully to ensure that their Common Shares are voted at the Meeting.

See "*General Proxy Information*" and "*Voting Information*" in this Information Circular for additional information.

Southstone Minerals Limited

The Company, based in Victoria, British Columbia, is a mineral exploration and development company. The Company was incorporated in British Columbia. The registered office of the Company is located at 2751 Graham Street, Victoria, British Columbia V8T 3Z1. The Company is a reporting issuer in British Columbia, Alberta and Ontario.

See "*Information Concerning the Company*".

Prior Offers

No *bona fide* prior offer relating to the subject matter of, or that is otherwise relevant to, the Arrangement has been made and received during the 24 months before the Arrangement was agreed to, other than as specified in "*TSX Trust Company* is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

Background to the Arrangement".

Prior Valuations

No prior valuations have been made in respect of the Company in the 24 months before the date of this Information Circular, the existence of which is known, after reasonable inquiry, to the Company or any director or senior officer of the Company.

Stock Exchange De-Listing and Reporting Issuer Status

Subject to disinterested Shareholder approval of the Delisting Resolution at the Meeting and Exchange acceptance, the Common Shares are expected to be de-listed from the Exchange promptly following the Effective Date. The Company will also seek to be deemed to have ceased to be a reporting issuer under the Securities Laws of each of the provinces of Canada in which it is a reporting issuer following completion of the Arrangement.

Income Tax Considerations

Residents of Canada. Generally, a Resident Holder who disposes of their Common Shares to the Purchaser under the Arrangement will realize a capital gain (or a capital loss) equal to the amount by which the Consideration for such Common Shares, net of any reasonable costs of disposition, exceeds (or is less than) the adjusted cost base of such Common Shares to the Resident Holder.

Non-Residents of Canada. Generally, a Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized by such Non-Resident Holder on the disposition of Common Shares under the Arrangement, unless such Common Shares are “taxable Canadian property” to the Non-Resident Holder at the time such Common Shares are disposed of to the Purchaser, and such gain is not otherwise exempt from income tax under the Tax Act pursuant to the provisions of an applicable income tax convention between Canada and the jurisdiction in which the Non-Resident Holder is resident.

The foregoing is only a brief summary of certain material Canadian federal income tax considerations. Shareholders should read carefully the information in this Information Circular under the heading “*Certain Canadian Federal Income Tax Considerations*”, which qualifies the summary set forth above.

Shareholders should carefully review the applicable tax considerations resulting from the Arrangement and are urged to consult their own tax advisors in regard to their particular circumstances.

This Information Circular does not address any tax considerations of the Arrangement other than certain Canadian income tax considerations applicable to Shareholders. Shareholders who are resident in jurisdictions other than Canada should consult their tax advisors with respect to the relevant tax implications of the Arrangement. All Shareholders should also consult their own tax advisors regarding relevant provincial, territorial or state tax considerations of the Arrangement.

Risk Factors

There is a risk that the Arrangement may not be completed and if the Arrangement is not completed, the Company will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Additionally, failure to complete the Arrangement could materially negatively impact the trading price of the Common Shares. See “*Risk Factors*”.

Payment of Consideration

If you are a Registered Shareholder, in order to receive the consideration to which you are entitled upon completion of the Arrangement, you must complete and sign the enclosed Letter of Transmittal and return it, together with the original certificate(s) representing your Common Shares or copies of the DRS Statement(s), as applicable, and any other required documents and instruments to the Depository in accordance with the procedures set out in the enclosed Letter of Transmittal.

Beneficial Shareholders whose Common Shares are registered in the name of an Intermediary should contact their Intermediary for instructions and assistance in receiving the consideration to which they are entitled pursuant to the Arrangement.

See “*Procedures for the Surrender of Common Shares and Receipt of Consideration*”.

Depository

TSX Trust Company is acting as the Depository for purposes of the Arrangement. In such capacity, the Depository will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depository will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

BACKGROUND TO THE ARRANGEMENT

The Arrangement Agreement is the result of negotiations between the Special Committee and its advisors, on the one hand, and the Purchaser and his legal advisor, on the other hand. The following is a summary of the material events, meetings, negotiations and discussions that preceded the execution and public announcement of the Arrangement Agreement.

As part of its continuing mandate to strengthen the Company's business and enhance value for Shareholders, the Board and the Company's senior management have, from time to time, considered and assessed possible strategic and other opportunities to better realize the potential of the Company's business, including its interests in the Oena mining right and related mining operations. In furtherance of that mandate, the Company entered into a binding term sheet dated February 18, 2025, as amended, in respect of a proposed acquisition of Afrium.

Trading in the Common Shares had been halted on the Exchange since January 10, 2024 as a result of deficiencies under Exchange Policy 3.1, and the Company had experienced limited trading liquidity for a considerable period. On July 7, 2026, the Company announced that it had entered into a mutual termination deed with Afrium, terminating the proposed acquisition effective July 6, 2026. No Common Shares were issued, and no royalty was granted, in connection with the proposed Afrium transaction.

Following the termination of the Afrium transaction, the Company continued to work with the Exchange to address the matters underlying the trading halt, including certain governance-related deficiencies, with a view to the resumption of trading in the Common Shares. In parallel, the Company continued to consider strategic alternatives available to it in light of its financial position, including its negative working capital position, the unfunded rehabilitation liability and upcoming expiry of the Oena mining right, and the prolonged trading halt.

Over the weekend of July 18, 2026, against the backdrop of the Company's financial position and the then-continuing trading halt, the Purchaser, having regard to his familiarity with the Company's business, financial position, liquidity requirements and obligations associated with the Oena mining operations, advised Mr. Ma, an independent director of the Company, that he was considering making a proposal to acquire all of the Common Shares that he did not already own and take the Company private. The Purchaser indicated that he intended to submit a formal written proposal to the Board for consideration. Mr. Ma did not negotiate or agree to any terms on behalf of the Company.

On July 21, 2026, the Purchaser delivered a written non-binding proposal to the Board (the "**Initial Proposal**") to acquire, personally, all Common Shares that he did not already own by way of a court-approved plan of arrangement under the *Business Corporations Act* (British Columbia). The Initial Proposal contemplated cash consideration that was materially below the consideration ultimately agreed to under the Arrangement Agreement, of \$0.005 per Common Share, being approximately \$143,134 for 28,626,888 Common Shares, together with the Purchaser procuring the settlement of the Company's outstanding indebtedness and the costs of the Arrangement in full at or about the Effective Date to the extent not funded from the Company's cash on hand, other than the Purchaser's own accrued consulting fees payable to Trans Rocky Consulting Inc., which would remain outstanding. The Initial Proposal was not subject to any financing condition. The Initial Proposal identified as relevant considerations, among other things, the rehabilitation liability and upcoming expiry of the Oena mining right, the Company's negative working capital position and the prolonged trading halt.

On July 22, 2026, the Board met to consider the Initial Proposal and the appropriate process for its review. Mr. Tucker disclosed his conflict of interest as the proposed acquirer, recused himself from the meeting and disconnected from the call. The remaining directors approved resolutions establishing the Special Committee comprised of Kevin Ma, as Chair, and Neil Budd, each of whom the Board determined to be free from any interest and any business or other relationship with the Company or the Purchaser that could, or could reasonably be perceived to, materially interfere

with their ability to act with a view to the best interests of the Company. The Special Committee was given a broad mandate to review and evaluate the proposed transaction and available alternatives, negotiate or supervise the negotiation of its terms, retain an independent financial advisor, and make recommendations to the Board, and would be assisted throughout by the Company's legal counsel. At the meeting, the Board also reviewed and discussed the Purchaser's written Initial Proposal, including the proposed offer price in the context of the Company's historical trading price and applicable Exchange requirements. The Board determined that the parties should progress toward a letter of intent or other interim agreement containing appropriate conditions, including the resumption of trading in the Common Shares and receipt of a satisfactory fairness opinion from an independent financial advisor, and that trading should resume before the Company agreed to the proposed transaction or any exclusivity arrangement.

Consistent with the Board's determination at its July 22, 2026 meeting, the Company, with the assistance of its legal counsel, continued to work with the Exchange to resolve the matters underlying the trading halt and, following completion of the required remedial steps, satisfied the Exchange's requirements for the resumption of trading. By letter dated July 23, 2026, the Exchange confirmed that trading in the Common Shares would resume effective at market open on July 27, 2026, and trading resumed on that date.

Before engaging a fairness advisor, and in order to demonstrate that the engagement was made on a competitive and independent basis, the Special Committee considered and obtained indicative quotes from several financial advisory firms.

On July 28, 2026, the Special Committee met to consider the proposed engagement of the Fairness Advisor, including discussion with its legal counsel regarding the process, timeline and general considerations relevant to the engagement. On July 30, 2026, the Special Committee engaged the Fairness Advisor as the Company's independent financial advisor, having regard to, among other things, the comparative quotes obtained and its confirmation of independence from the Company, the Purchaser and their respective affiliates, and Mr. Ma accepted the Fairness Advisor's engagement letter dated July 28, 2026 on behalf of the Special Committee. The engagement letter was subsequently amended on August 5, 2026.

On August 4, 2026, the Chair of the Special Committee held a call with the Fairness Advisor. The Fairness Advisor commenced its review and requested financial, corporate and operational information concerning the Company and its subsidiaries.

On August 6, 2026, the Company provided a consolidated response to the Fairness Advisor's initial information requests, including information relating to the Company's capitalization, indebtedness, financial statements, mining arrangements, the South African Subsidiaries and the Oena mining right.

On August 11, 2026, the Special Committee met to review the status of the Fairness Advisor's work and the proposed transaction. Among other matters, the Special Committee considered the trading price of the Common Shares following the resumption of trading and whether the proposed consideration should be revisited.

On August 13, 2026, representatives of the Fairness Advisor met with Mr. Ma to review the Company's operations, history and recent developments for purposes of its analysis. The Fairness Advisor continued to receive supplementary financial and other information from management thereafter.

Following further analysis of the Company's financial position and trading activity and consultation with the Fairness Advisor and the Company's legal counsel, the Special Committee met on August 25, 2026 and approved a counter-proposal to the Purchaser, which was delivered by letter that day. The Special Committee advised that it was not in a position to recommend the Initial Proposal as submitted and counter-proposed cash consideration of \$0.05 per Common Share, consistent with the approximate 20 trading day volume-weighted average price of the Common Shares as of the date of the letter. The Special Committee's willingness to proceed on that basis was subject to receipt of a satisfactory fairness opinion, negotiation and execution of a definitive arrangement agreement and the other conditions contemplated by the Initial Proposal. The Special Committee also confirmed its expectation that the Purchaser's commitment to procure settlement of the Company's outstanding indebtedness and the costs of the Arrangement would be reflected in any definitive agreement, and requested that the Purchaser confirm within five business days whether the counter-proposal was acceptable in principle.

By letter dated August 31, 2026, the Purchaser responded to the Special Committee's counter-proposal and proposed cash consideration of \$0.0375 per Common Share, representing aggregate cash consideration of approximately \$1.07 million for the 28,626,888 Common Shares not owned by him (the "**Revised Proposal**"). The Revised Proposal contemplated an aggregate amount of approximately \$4.94 million, consisting of: (i) approximately \$1.07 million of cash consideration to Shareholders; (ii) approximately \$1.52 million to satisfy the Company's parent-level indebtedness and transaction costs in full, including, at item 2 of the schedule to that letter, the Purchaser's accrued consulting fees payable to Trans Rocky Consulting Inc. of \$282,814; and (iii) approximately \$2.35 million of obligations of the South African Subsidiaries that would remain within those subsidiaries. The Purchaser confirmed that the consideration and settlement of indebtedness were not subject to a financing condition.

On September 1, 2026, the Special Committee met with the Fairness Advisor and the Company's legal counsel to review the Revised Proposal and determined that the Revised Proposal represented a significant improvement from the Purchaser's Initial Proposal and was reasonable having regard to, among other things, the Company's financial position, recent trading activity in the Common Shares, the Company's underlying asset base and the Purchaser's commitment to fund the settlement of the Company's outstanding indebtedness and transaction costs. Following the meeting, Mr. Ma advised the Purchaser on behalf of the Special Committee that, subject to receipt of a satisfactory fairness opinion and negotiation of definitive documentation, it was prepared to proceed on the basis of the revised consideration of \$0.0375 per Common Share.

On September 8, 2026, the Special Committee met with the Fairness Advisor and the Company's legal counsel to review the Fairness Advisor's preliminary analysis and a draft of the Fairness Opinion and directed the Fairness Advisor to continue toward finalization of its report.

In parallel, counsel to the Company and counsel to the Purchaser negotiated the definitive transaction documentation, including the Arrangement Agreement, the Plan of Arrangement and the voting and support agreements to be entered into by certain Shareholders in connection with the Arrangement. The Company's legal counsel delivered a first draft of the Arrangement Agreement on September 11, 2026. The Purchaser delivered his comments on September 16, 2026, and the Company's legal counsel delivered a revised draft on September 18, 2026.

On September 16, 2026, the Special Committee met with the Fairness Advisor and the Company's legal counsel to review the status of those negotiations, the then-current draft transaction documents and the remaining matters required to be resolved before the transaction documentation could be finalized.

Following substantial completion of the negotiation of the transaction documents, on September 21, 2026, the Fairness Advisor delivered the Fairness Opinion orally to the Special Committee, with the written Fairness Opinion to follow concluding that, as of that date and subject to the assumptions, limitations and qualifications set out therein, the consideration of \$0.0375 per Common Share to be received by Shareholders other than the Purchaser pursuant to the Arrangement was fair, from a financial point of view, to such Shareholders. The full text of the Fairness Opinion is attached as Schedule "C" to this Information Circular.

The Fairness Opinion was delivered at a meeting of the Special Committee held that day with the Company's legal counsel, at which the Fairness Advisor gave its presentation. After considering, among other things, the terms of the Arrangement, the negotiations with the Purchaser, the Fairness Opinion and the advice of the Fairness Advisor and the Company's legal counsel, the Special Committee unanimously determined that the Arrangement was fair to Shareholders excluding the Purchaser and in the best interests of the Company and unanimously recommended that the Board approve the Arrangement Agreement and recommend that Shareholders vote FOR the Arrangement Resolution.

Following the Special Committee meeting, the Board met later that day to consider the proposed Arrangement. The Purchaser disclosed his interest in the Arrangement, attended the meeting for questions only, abstained from all deliberations relating to the Arrangement and recused himself from the vote. The remaining directors considered, among other things, the unanimous recommendation of the Special Committee, the Fairness Opinion, the terms of the Arrangement Agreement and the advice of the Company's legal advisors. The remaining directors unanimously determined that the Arrangement was fair to Shareholders excluding the Purchaser and in the best interests of the Company, approved the Arrangement Agreement and resolved to recommend that Shareholders vote FOR the Arrangement Resolution and that disinterested Shareholders vote FOR the Delisting Resolution.

Following the Board meeting, counsel to the parties completed the finalization of the Arrangement Agreement and the related transaction documentation, including the voting and support agreements, and the Company executed the Arrangement Agreement later that day.

The Company announced the execution of the Arrangement Agreement and the terms of the Arrangement by news release issued before market open on September 22, 2026.

RECOMMENDATION OF THE SPECIAL COMMITTEE

After consulting with its independent financial and legal advisors, and after careful consideration of, among other things, the Fairness Opinion, the Special Committee unanimously determined that the Arrangement is fair to the Shareholders and in the best interests of the Company. The Special Committee unanimously recommended that the Board approve the Arrangement Agreement and recommend Shareholders vote FOR the Arrangement Resolution. The Special Committee also unanimously recommend to disinterested Shareholders to vote FOR the Delisting Resolution.

RECOMMENDATION OF THE BOARD OF DIRECTORS

After consideration of, among other things, the unanimous recommendation of the Special Committee and the Fairness Opinion, the Board has unanimously (with the Purchaser abstaining) determined that the Arrangement is fair to the Shareholders and in the best interests of the Company. The Board unanimously (with the Purchaser abstaining) recommends that the Shareholders vote FOR the Arrangement Resolution. The Board unanimously (with the Purchaser abstaining) recommends that the disinterested Shareholders vote FOR the Delisting Resolution.

REASONS FOR THE ARRANGEMENT

In evaluating and approving the Arrangement and in making their determinations and recommendations, the Special Committee and the Board considered and relied upon a number of factors, including those set out below:

- the Fairness Opinion provided by the Fairness Advisor to the effect that, as of September 21, 2026, and based upon and subject to the limitations and assumptions set forth therein, the Consideration under the Arrangement is fair from a financial point of view to Shareholders (other than the Purchaser);
- the Consideration to be received by Shareholders is payable in cash, which provides Shareholders with certainty of value;
- trading in the Common Shares has been subject to low volumes and infrequency of trades both prior to the halt in trading on January 10, 2024 and subsequent to reinstatement for trading on July 27, 2026, indicating that the ability of a large number of Shareholders to realize the current trading price for their Common Shares is highly unlikely;
- the Special Committee does not believe that the Company's ability to raise the funds necessary to pursue its business objectives is enhanced by its status as a public company, nor that seeking to raise such funds through the public market would be the most cost and time efficient way of doing so;
- the Special Committee has not identified any realistic alternative transaction to the Arrangement. Although the terms of the Arrangement Agreement enable the Company to respond, prior to the approval of the Arrangement by Shareholders, to bona fide unsolicited acquisition proposals that the Board determines in good faith could reasonably be expected to lead to a Superior Proposal (as defined in the Arrangement Agreement), the emergence of a Superior Proposal is considered to be remote;
- the terms and conditions of the Arrangement Agreement, including the conditions precedent for the benefit of each party are reasonable, and no "break fee" is payable to the Purchaser should the Company terminate the Arrangement Agreement to enter into an unsolicited Superior Proposal;

- certain Shareholders, who collectively beneficially own or exercise control over approximately 20.68% of the outstanding Common Shares have entered into voting and support agreements with the Purchaser pursuant to which they have agreed to vote their Common Shares in favour of the Arrangement;
- the Arrangement is not subject to financing;
- completion of the Arrangement requires the approval of the Court and the Shareholders including the “minority approval” of Shareholders required by MI 61-101; and
- the terms of the Arrangement, which provide, among other things, that Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights and, if ultimately successful, receive fair value for their Common Shares as determined by a court.

The Special Committee and the Board also considered a number of other factors relating to the Arrangement, including the following:

- the Arrangement Agreement can be terminated by either party in certain circumstances;
- the Arrangement Agreement restricts the Company’s ability to solicit additional interest in the Company from third parties;
- Shareholders will forgo any increase in value that might result from future growth and the potential achievement of the Company’s long-term plans; and
- Shareholders will generally be required to pay taxes on any gains that result from the sale of the Common Shares pursuant to the Arrangement.

The foregoing discussion of the information and factors considered and given weight by the Special Committee and the Board is not intended to be exhaustive. In reaching the determination to approve and recommend the Arrangement, the Board did not assign any relative or specific weights to the foregoing factors, but individual directors may have given different weights to different factors. The Board was unanimous in its recommendation that the Shareholders vote FOR the Arrangement Resolution. The Board approved on October 9, 2026, by consent resolutions, among other matters, the contents of this Information Circular and all members of the Board (other than Terry L. Tucker, who abstained) unanimously reconfirmed their approval of the Arrangement and recommendation that the Shareholders vote FOR the Arrangement Resolution.

FAIRNESS OPINION

The views of the Fairness Advisor expressed in the Fairness Opinion are an important consideration in the Special Committee’s unanimous recommendation of the Arrangement to the Board and the Board’s decision to proceed with the Arrangement.

The Special Committee, on behalf of the Company and the Board, retained the Fairness Advisor to address the fairness, from a financial point of view, of the Consideration to be received by the Shareholders pursuant to the Arrangement. In connection with this mandate, the Fairness Advisor provided an opinion to the Special Committee and the Board to the effect that, as at the date thereof and subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by the Shareholders (other than the Purchaser) pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders. The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, are attached as Schedule “C” to this Information Circular. The summary of the Fairness Opinion described in this Information Circular is qualified in its entirety by reference to the full text of the Fairness Opinion.

The terms of the engagement letter made between the Fairness Advisor and the Company dated July 28, 2026, as amended on August 5, 2026, provide that the Fairness Advisor is to be paid certain professional fees for its services as financial advisor, comprising a retainer payable at the start of the assignment and the balance on issuance of the

final draft Fairness Opinion, neither of which is contingent upon the successful completion of the Arrangement. In addition, the Company has agreed to reimburse the Fairness Advisor for its reasonable out-of-pocket expenses.

The Fairness Opinion is not a recommendation to any Shareholder as to how to vote or act on any matter relating to the Arrangement. The Special Committee and the Board urge the Shareholders to read the Fairness Opinion, attached hereto as Schedule “C”, carefully and in its entirety.

Additional Disclosure Relating to the Fairness Opinion

The Fairness Advisor provided its opinion for the information and assistance of the Special Committee and the Board in connection with their consideration of the Arrangement. The Fairness Opinion addresses only the fairness, from a financial point of view, of the applicable Consideration to be received by the Shareholders. The Fairness Advisor was not engaged to prepare, and has not prepared, a formal valuation or appraisal of the Common Shares or assets of the Company and the Fairness Opinion should not be construed as such. The Fairness Advisor has, however, conducted such analyses as it considered necessary in the circumstances. The Fairness Advisor was similarly not engaged to review any legal, Tax or accounting aspects of the Arrangement.

In providing its opinion, the Fairness Advisor relied upon information, materials and representations provided by the Representatives of the Company and required that the Company’s management confirm to the Fairness Advisor that they have reviewed the final Fairness Opinion in detail and that the information and management’s representations contained in the final Fairness Opinion are accurate, correct and complete to the best of the Company’s management’s knowledge, and that there are no material omissions of information that would affect the conclusions in the Fairness Opinion. The Company provided such confirmations to the Fairness Advisor. The terms of the Arrangement were determined through negotiations between the Company and the Purchaser and were not determined by the Fairness Advisor. The Fairness Opinion does not address the relative merits of the Arrangement as compared to any other business strategies or transactions that might be available to the Company, or the underlying decision of the Special Committee and the Board to recommend or effect the Arrangement.

The Fairness Advisor has advised the Company that it has no personal interest with respect to any of the Parties involved in the Arrangement. The Fairness Advisor has no present or prospective relationship with or interest in the Company, the Purchaser or any entity, company, individual that is the subject of the Fairness Opinion.

THE ARRANGEMENT

Required Shareholder Approval

At the Meeting, Shareholders will be asked to consider and, if thought fit, approve the Arrangement Resolution. Subject to any further order of the Court, the Interim Order provides that approval of the Arrangement Resolution will require an affirmative vote of (i) at least 66 2/3 % of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. The Arrangement Resolution must be approved by Shareholders in order for the Company to seek the Final Order. See “*Principal Legal Matters – Canadian Securities Law Matters*” for additional information.

If the Arrangement Resolution is approved at the Meeting, the Company intends to seek the Final Order from the Court and, assuming the other closing conditions are met, implement the Arrangement on the Effective Date pursuant to the terms of the Final Order. Notwithstanding the approval by Shareholders of the Arrangement Resolution, the Company and the Purchaser reserve the right in certain limited circumstances to not proceed with the Arrangement in accordance with the terms of the Arrangement Agreement.

In addition, the approval of the Delisting Resolution as set out in Schedule “B” hereto by a simple majority of the votes cast on the Delisting Resolution by Shareholders (other than directors, officers and other insiders of the Company required to be excluded for the purpose of such vote under Exchange rules), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, will be required. Pursuant to the policies of the Exchange, as no satisfactory alternative market exists for the Common Shares upon the completion of the

Arrangement, disinterested Shareholder approval is required to proceed with the delisting of the Common Shares from the Exchange.

The Locked-Up Shareholders have entered into support and voting agreements with the Purchaser, dated September 21, 2026, setting forth, among other things, the terms and conditions on which such Shareholders have agreed to vote their Common Shares in favour of the approval of the Arrangement Resolution and any other matter necessary for the consummation of the transactions contemplated by the Arrangement Agreement and, in the case of Mr. Budd and Ms. Moroney, against any proposed action or agreement which could reasonably be expected to impede, interfere with or delay, or in any way adversely affect the completion of the Arrangement and any other transactions contemplated by the Arrangement Agreement. As of the Record Date, the Locked-Up Shareholders owned approximately 20.68% of the outstanding Common Shares that are eligible to vote at the Meeting.

See also “*General Proxy Information*”.

Summary of the Arrangement

The Arrangement Agreement provides for the implementation of the Plan of Arrangement (a copy of which is attached to this Information Circular as Schedule “D”) pursuant to which, among other things, the following transactions will occur:

As of the date hereof and excluding the Shares currently held by the Purchaser, there are 28,626,888 Common Shares validly issued and outstanding as fully-paid and non-assessable shares of the Company for which the aggregate Consideration payable pursuant to the Arrangement is \$1,073,508.30.

In addition to the aggregate cash Consideration, the aggregate consideration and obligations addressed under the Arrangement are approximately \$4,942,643, which include \$1,523,409 in respect of the Company’s Indebtedness at the parent level (including all costs of the Arrangement) and \$2,345,726 in respect of obligations of the South African Subsidiaries that will be carried on in full. See “*Treatment of Indebtedness Under the Arrangement*” for a detailed breakdown of these obligations.

The Company currently expects the Effective Date to occur on or about November 17, 2026, however, it is not possible to determine with certainty when the Effective Date will occur. The Effective Date could be delayed for a number of reasons. Assuming the conditions set out in the Arrangement Agreement have been satisfied or waived by the Party for whose benefit they exist, upon obtaining the Final Order, the Effective Date will occur as soon as reasonably practicable and in any event not later than five Business Days following the satisfaction or waiver of all conditions to completion of the Arrangement set out in the Arrangement Agreement (excluding any conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, waiver of those conditions as of the Effective Date by the applicable Party or Parties for whose benefit such conditions exist) and the Arrangement shall be effective at the Effective Time on the Effective Date and will have all of the effects provided by applicable Law. The Arrangement Agreement may be terminated and the Arrangement may be abandoned if the Effective Time shall not have occurred on or before the Outside Date.

As a result of the completion of the Arrangement, Shareholders (other than the Purchaser) will no longer have an ownership interest in the Company. As of the Effective Date, certificates representing Common Shares will only represent the right to the corresponding consideration, as applicable, under the Arrangement. In the event that the Arrangement does not proceed for any reason, including because it does not receive the requisite Shareholder or Court approvals, the Company will continue as a public company with Common Shares listed on the Exchange.

Arrangement Steps

The following summarizes the steps that will occur under the Plan of Arrangement on the Effective Date, if all conditions to the completion of the Arrangement have been satisfied or waived. The following description of steps is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Schedule “D” to this Information Circular.

Pursuant to the Arrangement, commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

1. each of the Common Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality, by or on behalf of the Dissenting Shareholders, to the Purchaser in consideration for a claim against the Company for the amount determined under the Plan of Arrangement, and;
 - (a) such Dissenting Shareholders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid fair value by the Company for such Common Shares as set out in the Plan of Arrangement;
 - (b) such Dissenting Shareholders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and
 - (c) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens), and shall be entered in the register of Common Shares maintained by or on behalf of the Company;
2. each Common Share outstanding immediately prior to the Effective Time, other than Common Shares held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised and Common Shares held by the Purchaser shall, without any further action by or on behalf of a Shareholder, be purchased by the Purchaser in exchange for the Consideration, and:
 - (a) the holders of such Common Shares shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the Consideration by the Purchaser in accordance with the Plan of Arrangement; and
 - (b) such holders' names shall be removed from the register maintained by or on behalf of the Company.

Source of Funds for the Arrangement

Pursuant to the Arrangement, the Purchaser is expected to pay \$0.0375 per Common Share (other than the 4,775,000 Common Shares currently held by the Purchaser) to acquire all of the Common Shares outstanding as of the Effective Time, assuming no Shareholders validly exercise their Dissent Rights. Pursuant to the Arrangement Agreement, the Purchaser has agreed to transfer to the Depositary \$1,073,508.30 to satisfy the Consideration payable to Shareholders pursuant to the Arrangement. If the Arrangement is completed, the Company will pay the Transaction Expenses of both parties and the Purchaser will advance to the Company, by way of shareholder loan on or before the Effective Date, the funds required for the Company to pay such Transaction Expenses. See *“Treatment of Indebtedness Under the Arrangement” – Transaction Expenses*.

Treatment of Indebtedness Under the Arrangement

In addition to the aggregate cash Consideration, the Arrangement addresses the Company's existing Indebtedness and obligations. The aggregate consideration and obligations addressed under the Arrangement are approximately \$4,942,643, comprising the aggregate cash Consideration of \$1,073,508.30, the Company's indebtedness at the parent level together with all costs of the Arrangement of \$1,523,409, and obligations of the South African Subsidiaries of \$2,345,726, as further described below.

Indebtedness at the Parent Level and Costs of the Arrangement

The Company's indebtedness at the parent level, estimated at \$1,250,409, comprises the following obligations, each of which remains an obligation of the Company and will be settled at or about the Effective Date at 100% of principal together with accrued interest, where applicable:

Obligation	Dollar amount of Obligation
Outstanding promissory notes at 3% interest	\$325,962
Fees owing to a third party for accrued consulting fees	\$282,814
Outstanding promissory notes at 12% interest	\$278,200
Outstanding accounts payable	\$258,784
Accrued director fees	\$45,210
Amounts owing to the Canada Revenue Agency pursuant to scheduled instalments	\$32,705
Fees owing to a third party for accrued accounting and consulting services	\$25,200
Transfer agent fees	\$1,534
Total	\$1,250,409

Obligations of the South African Subsidiaries

The obligations of the South African Subsidiaries, totaling approximately \$2,345,726, comprise trade and other payables of \$1,700,538, a rehabilitation provision of \$563,569 in respect of the Oena Diamond Mine and a lease liability of \$81,619 in respect of office premises. These obligations are the operating obligations of the South African Subsidiaries, will remain within them and will be carried on in full under the Arrangement.

Neither the Consideration payable to Shareholders nor the settlement of the Company's indebtedness is subject to any financing condition.

Transaction Expenses

Pursuant to the Arrangement Agreement, all out-of-pocket third party transaction expenses incurred in connection with the Arrangement Agreement and the Plan of Arrangement and the transactions contemplated thereunder, including all costs, expenses and fees (including legal, financial advisory, accounting and other professional fees and disbursements) of either party incurred prior to or after the Effective Time in connection with, or incidental to, the Plan of Arrangement (collectively, the "**Transaction Expenses**"), shall be allocated and paid as follows:

- (a) if the Arrangement is consummated, the Company shall pay all Transaction Expenses of both parties, and the Purchaser shall advance to the Company, by way of shareholder loan on or before the Effective Date, the funds required for the Company to pay such Transaction Expenses;
- (b) if the Arrangement Agreement is terminated due to a breach by the Purchaser or a failure by the Purchaser to fund the aggregate Consideration payable to Shareholders, the Purchaser shall pay all Transaction Expenses of both parties; and
- (c) if the Arrangement Agreement is terminated in any other circumstances, each party shall pay its own Transaction Expenses, and the fees and expenses of the Fairness Advisor and of the Company's legal counsel shall be borne by the Company.

The obligations of each party in respect of Transaction Expenses shall survive any termination of the Arrangement Agreement. Any amounts payable in respect of Transaction Expenses shall be paid within thirty (30) days of the Effective Date or, in the case of termination, within thirty (30) days of the date of termination, upon delivery by the

payee of reasonable supporting documentation of the Transaction Expenses incurred. Transaction Expenses are estimated to be approximately \$273,000.

Amendments to the Plan of Arrangement

The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Purchaser and the Company (subject to the Arrangement Agreement), each acting reasonably, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to the Shareholders if and as required by the Court.

THE ARRANGEMENT AGREEMENT

The following is a summary of certain material terms of the Arrangement Agreement, a copy of which is available on SEDAR+ at www.sedarplus.ca under the Company's profile. This summary and certain capitalized terms referred to in the summary do not contain all of the information about the Arrangement Agreement. Therefore, Shareholders should read the Arrangement Agreement carefully and in its entirety, as the rights and obligations of the Company and the Purchaser are governed by the express terms of the Arrangement Agreement and not by this summary or any other information contained in this Information Circular.

On September 21, 2026, the Company and the Purchaser entered into the Arrangement Agreement, under which it was agreed that, subject to the terms and conditions set forth in the Arrangement Agreement, the Company will implement the Arrangement. See "*The Arrangement – Arrangement Steps*".

Conditions Precedent to the Arrangement

Mutual Conditions Precedent

The Arrangement Agreement provides that the respective obligations of the Parties to complete the Arrangement and the transactions contemplated thereby are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

- (a) the Arrangement Resolution shall have been approved and adopted by the Shareholders with the Required Shareholder Approval at the Meeting and in accordance with the Interim Order;
- (b) the Interim Order and the Final Order shall have each been obtained on terms consistent with the Arrangement Agreement, and shall not have been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise;
- (c) Each of the Required Regulatory Approvals shall have been obtained, and be in full force and effect, and shall not have been rescinded or modified; and
- (d) no applicable Law is in effect which prevents, prohibits or makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from consummating the Arrangement.

Additional Conditions Precedent to the Obligations of the Purchaser

The Arrangement Agreement provides that the Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied at or before the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

- (e) the representations and warranties of the Company set forth in the Arrangement Agreement relating to corporate existence and power, corporate authorization, execution and binding obligation, governmental authorizations, non-contraventions, capitalization, securities law matters, no undisclosed material liabilities, absence of certain changes, non-arm's length transactions, authorizations, bankruptcy, taxes, personal property, privacy, security and anti-spam, books and

records, anti-money laundering and anti-corruption, and financial advisors are true and correct as of the date of the Arrangement Agreement and as of the Effective Time (as a result of transactions, changes, conditions, events or circumstances permitted thereunder), except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date, and except where the failure or failures of all such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and (b) the Company has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (on behalf of the Company without personal liability) addressed to the Purchaser and dated the Effective Date;

- (f) the Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (on behalf of the Company without personal liability) addressed to the Purchaser and dated the Effective Date;
- (g) there is no Action proceeding or pending by any person (other than the Purchaser or any of its affiliates) that is reasonably likely to: (a) prohibit, restrict or enjoin the ownership or operation by the Purchaser of the business or assets of the Company and its Subsidiaries, taken as a whole, or: (i) other than as required by the Regulatory Approvals section of the Arrangement Agreement, compel the Purchaser to dispose of or hold separate any material portion of the business or assets of the Company or its Subsidiaries, taken as a whole, as a result of the Arrangement, or (ii) if required by the Regulatory Approvals section of the Arrangement Agreement, compel the Purchaser to dispose of or hold separate any portion of the business or assets of the Company or its Subsidiaries as a result of the Arrangement where such disposition or obligation to hold separate would have a Material Adverse Effect; or (b) prohibit or enjoin the Company or the Purchaser from consummating the Arrangement;
- (h) Dissent Rights have not been exercised with respect to more than ten percent (10%) of the issued and outstanding Common Shares; and
- (i) since the date of the Arrangement Agreement, no Material Adverse Effect shall have occurred and been continuing.

Additional Conditions Precedent to the Obligations of the Company

The Arrangement Agreement provides that the Company is not required to complete the Arrangement unless each of the following conditions is satisfied at or before the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

- (a) the representations and warranties of the Purchaser set forth in the Arrangement Agreement relating to organization and qualification, execution and binding obligation and finder's fees are true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time (except for *de minimis* inaccuracies therein), (b) all other representations and warranties of the Purchaser set forth in the Arrangement Agreement are true and correct in all material respects as of the date of the Arrangement Agreement and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all material respects, individually or in the aggregate, would not reasonably be expected to materially impede the completion of the Arrangement, and (c) the Purchaser has delivered a certificate confirming same to the Company, executed by one senior officer the Purchaser (without personal liability) addressed to the Company and dated the Effective Date;
- (b) the Purchaser has fulfilled or complied in all material respects with each of the covenants of the Purchaser contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and the Purchaser has delivered a certificate confirming same to the Company,

executed by one senior officer of the Purchaser (without personal liability) addressed to the Company and dated the Effective Date; and

- (c) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained in the Arrangement Agreement in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser has deposited or caused to be deposited with the Depositary in accordance with the Arrangement Agreement, the funds required to effect payment in full of the aggregate Consideration to be paid pursuant to the Arrangement.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by the Company and the Purchaser. These representations and warranties, which are set forth in the Arrangement Agreement, were made by and to the Parties for the purposes of the Arrangement Agreement (and not to other parties such as the Shareholders) and are subject to qualifications and limitations agreed to by the Parties in connection with negotiating and entering into the Arrangement Agreement. In addition, these representations and warranties were made as of specified dates, may be subject to a contractual standard of materiality different from what may be viewed as material to Shareholders, or may have been used for the purpose of allocating risk between the Parties instead of establishing such matters as facts. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Information Circular, may have changed since the date of the Arrangement Agreement.

The Arrangement Agreement contains customary representations and warranties of the Company relating to certain matters including the following: corporate existence and power, corporate authorization, execution and binding obligation, governmental authorizations, non-contraventions, capitalization, securities law matters, no undisclosed material liabilities, absence of certain changes, non-arm's length transactions, authorizations, bankruptcy, taxes, personal property, privacy, security and anti-spam, books and records, anti-money laundering and anti-corruption, and financial advisors.

In addition, the Arrangement Agreement contains representations and warranties of the Purchaser relating to certain matters including the following: Purchaser qualification; execution and binding obligation; governmental authorization; non-contravention; funds; litigation; finders' fees; and ownership of the Company.

Covenants

Covenants Regarding the Conduct of Business

In the Arrangement Agreement, the Company agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, the Company shall, and shall cause its Subsidiaries to, conduct its business in the Ordinary Course, except as required or specifically permitted by the Arrangement Agreement, as required by applicable Law or a Governmental Entity, as required by any contract, or with the prior written consent of the Purchaser, acting reasonably (which consent shall not be unreasonably withheld, conditioned or delayed), and the Company shall, and shall cause each of its Subsidiaries to:

- (a) duly and on a timely basis file all Tax Returns required to be filed by it on or after the date hereof pursuant to the Tax Act on a commercially reasonable basis and in material compliance with applicable Law, and all such Tax Returns will be true, complete and correct in all material respects;
- (b) fully and timely pay all Taxes shown on such Tax Returns; and
- (c) properly reserve (and reflect such reserves in its Books and Records and financial statements) for all Taxes accruing which are not due or payable prior to the Effective Date in a manner consistent with past practice and in accordance with the provisions of the Tax Act.

The Company also agreed that, until the earlier of the Effective Time or the time that the Arrangement Agreement is terminated in accordance with its terms, the Company shall, and shall cause its Subsidiaries to, conduct business in the Ordinary Course, and shall use its commercially reasonable efforts to (i) maintain and preserve intact the current business organization, goodwill, assets and properties of the Company and its Subsidiaries, (ii) keep available the services of the Company Employees, (iii) maintain good relationships with suppliers, customers, landlords, creditors, distributors, joint venture partners and all other persons having business relationships with the Company or its Subsidiaries, and (iv) comply in all material respects with the terms of all Material Contracts and with applicable Laws. Except with the prior written consent of the Purchaser, acting reasonably (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not, and shall not permit any of its Subsidiaries to directly or indirectly:

- (a) amend its Constatng Documents or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;
- (b) reduce the stated capital or split, combine or reclassify any shares of its capital stock (including, in respect of the Company, the Common Shares) or amend any term of any outstanding debt security;
- (c) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire, any shares of its capital stock (including, in respect of the Company, the Common Shares);
- (d) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of the Company or its Subsidiaries;
- (e) enter into, or resolve to enter into, any agreement that has the effect of creating a joint venture, partnership, shareholders' agreement or similar relationship;
- (f) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge, encumbrance or create any derivative interest in, any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into, or otherwise evidencing a right to acquire such securities or other equity or voting interests, or any stock appreciation rights, phantom stock awards or other rights that are linked to the price or the value of the Common Shares;
- (g) reorganize, merge, combine or amalgamate with any person or acquire (by merger, amalgamation, consolidation, acquisition of securities, assets or otherwise), directly or indirectly, in one transaction or in a series of transactions, any businesses or enterprises, or acquire assets, properties or interests outside of the Ordinary Course;
- (h) commence, cancel, waive, release, assign, settle or compromise any claim (other than insured claims), Action or Proceeding before a Governmental Entity (i) relating to the assets or the business of the Company or its Subsidiaries, in excess of an aggregate amount of \$150,000 or which would reasonably be expected to impede, prevent or materially delay the consummation of the transactions contemplated by the Arrangement Agreement, or (ii) brought by any present, former or purported holder of securities of the Company or any of its Subsidiaries in connection with the transactions contemplated by the Arrangement Agreement or the Plan of Arrangement;
- (i) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any person (other than the Company or a Subsidiary and other than accounts payable to trade creditors and accrued liabilities in the Ordinary Course);
- (j) make any material change in the Company's methods of accounting, except as required by changes in IFRS or pursuant to written instructions, comments or Orders of a Governmental Entity;
- (k) amend or modify in any material respect, or terminate or waive any material right under any Material Contract, or enter into any contract that would be a Material Contract if in effect on the date hereof, or fail to enforce any material breach of any Material Contract of which it becomes aware, or

materially breach, materially violate or be in material default under any Material Contract, except for the entering into of any contract with suppliers, customers, distributors and other persons in the Ordinary Course;

- (l) except as required by Law or any Governmental Entity or in the Ordinary Course, transfer, pledge, lease, dispose of, or grant any Lien (other than permitted Liens as described in the Arrangement Agreement) on, any of the assets of Company or its Subsidiaries having a value equal to or in excess of \$250,000 in the aggregate;
- (m) enter into any contract which creates non-solicitation or non-competition obligations for the Company or any of its Subsidiaries, other than in the Ordinary Course;
- (n) materially change the nature of its business; or
- (o) authorize, agree, resolve or otherwise commit to do any of the foregoing.

Covenants of the Company Regarding the Arrangement

In the Arrangement Agreement, the Company agreed that it shall, and shall cause its Subsidiaries to, perform all obligations required or desirable to be performed by the Company or its Subsidiaries under the Arrangement Agreement, cooperate with the Purchaser in connection therewith, and shall use its commercially reasonable efforts to perform all such other actions as may be necessary or desirable in order to, consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Company shall, and shall cause its Subsidiaries to:

- (a) use its commercially reasonable efforts to satisfy all of its conditions precedent set forth in the Arrangement Agreement and carry out the terms of the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to the Arrangement Agreement or the Arrangement;
- (b) except as provided in the Arrangement Agreement in respect of the Regulatory Approvals, use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it or its Subsidiaries relating to the Arrangement;
- (c) except as provided in the Arrangement Agreement in respect of the Regulatory Approvals, use its commercially reasonable efforts to, upon reasonable consultation with the Purchaser, oppose, lift or rescind any injunction, restraining or other Order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any Proceedings to which it or its Subsidiaries is a party or brought against it or its Subsidiaries or any of their directors or officers challenging the Arrangement or the Arrangement Agreement;
- (d) use its commercially reasonable efforts to provide all required notifications and to obtain and maintain all third party consents, waivers or approvals that are required to be, provided or obtained under Material Contracts in connection with the Arrangement or in order to maintain its Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or its Subsidiaries or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser; and
- (e) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement (including the satisfaction of any condition set forth in the Arrangement Agreement or any Regulatory Approval), other than as permitted under the Arrangement Agreement.

Covenants of the Purchaser Regarding the Arrangement

In the Arrangement Agreement, the Purchaser agreed to perform all obligations required or desirable to be performed by it under the Arrangement Agreement, cooperate with the Company in connection therewith, and shall use its commercially reasonable efforts to perform all such other actions as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Purchaser shall:

- (a) use its commercially reasonable efforts to satisfy all of its conditions precedent set forth in the Arrangement Agreement and carry out the terms of the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Law on it with respect to the Arrangement Agreement or the Arrangement;
- (b) except as provided in the Arrangement Agreement in respect of the Regulatory Approvals, use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement or the transactions contemplated by the Arrangement Agreement;
- (c) except as provided in the Arrangement Agreement in respect of the Regulatory Approvals, use its commercially reasonable efforts, upon reasonable consultation with the Company, to oppose, lift or rescind any injunction, restraining or other Order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any Proceedings to which it is a party or brought against it or its directors or officers and challenging the Arrangement or the Arrangement Agreement; and
- (d) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement (including the satisfaction of any condition set forth in the conditions section of the Arrangement Agreement or any Regulatory Approval), other than as permitted under the Arrangement Agreement.

Mutual Covenants

The Arrangement Agreement provides that the Company and the Purchaser shall:

- (a) cooperate in good faith to obtain the Regulatory Approvals including: (i) promptly furnishing to the other such information and assistance as may reasonably be requested in order to prepare any notification, application, filing or request in connection with a Regulatory Approval; (ii) consulting with, and considering in good faith, any suggestions or comments made by the other Party with respect to the documentation relating to the Regulatory Approvals process; (iii) providing or submitting on a timely basis, and as promptly as practicable, all documentation and information that is required or advisable; and (iv) cooperating in the preparation and submission of all applications, notices, filings, and submissions to Governmental Entities;
- (b) promptly inform the other Party of any material communication received by that Party in respect of obtaining or concluding the Regulatory Approvals;
- (c) use commercially reasonable efforts to respond promptly to any request or notice from any Governmental Entity requiring the Parties, or any one of them, to supply additional information that is relevant to the review of the transactions contemplated by the Arrangement Agreement in respect of obtaining or concluding the Regulatory Approvals;
- (d) permit the other Party to review in advance any proposed applications, notices, filings and submissions to Governmental Entities (including responses to requests for information and inquiries from any Governmental Entity) in respect of obtaining or concluding the Regulatory Approvals;

- (e) promptly provide the other Party with any filed copies of applications, notices, filings and submissions, (including responses to requests for information and inquiries from any Governmental Entity) that were submitted to a Governmental Entity in respect of obtaining or concluding the Regulatory Approvals;
- (f) not participate in any substantive meeting or discussion (whether in person, by telephone or otherwise) with Governmental Entities in respect of obtaining or concluding the Regulatory Approvals unless it consults with the other Party in advance and gives the other Party or its legal counsel the opportunity to attend and participate thereat, unless a Governmental Entity requests otherwise; and
- (g) keep the other Party promptly informed of the status of discussions relating to obtaining or concluding the Regulatory Approvals.

Non-Solicitation

The Arrangement Agreement provides that, except as expressly provided in the Arrangement Agreement, the Company shall not directly, or indirectly through any of its Subsidiaries or any of their respective Representatives:

- (a) solicit, initiate, facilitate or knowingly encourage (including by furnishing information or providing copies of, access to, or disclosure of, any confidential information of the Company or any Subsidiary, or entering into any form of agreement, arrangement or understanding) any inquiries or proposals or offers that constitute, or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (b) knowingly encourage, enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser and its affiliates) regarding any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that the Company may (i) advise any person of the restrictions of the Arrangement Agreement, (ii) contact the person for the purposes of seeking clarification of the terms of such Acquisition Proposal as contemplated in the Arrangement Agreement, and (iii) advise any person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute a Superior Proposal, in each case, if, in so doing, no other information that is prohibited from being communicated under the Arrangement Agreement is communicated to such person;
- (c) make a Change in Recommendation;
- (d) fail to enforce, or grant any waiver under, any standstill or similar agreement with any person (other than the Purchaser or its affiliates), it being acknowledged by the Purchaser that the Company shall not be obligated to enforce any standstill or similar agreement or covenants that are automatically terminated or released as a result of entering into and/or announcing the Arrangement Agreement; or
- (e) accept, approve, endorse, enter into or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than three (3) business days following the formal announcement of such Acquisition Proposal shall not be considered to be in violation of the Arrangement Agreement provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such three (3) business day period).

Under the Arrangement Agreement, the Company shall, and shall cause its Subsidiaries and their respective Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion, negotiation or other activities with any person (other than the Purchaser and its Representatives) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal and, in connection therewith, the Company shall:

- (a) discontinue access or disclosure of all information, including any data room (whether physical or virtual) and any confidential information, properties, facilities, Books and Records; and
- (b) as soon as possible (and in any event within five (5) business days of the date hereof), request, to the extent that it is entitled to do so pursuant to any confidentiality or similar agreement entered into in connection with an Acquisition Proposal, and exercise all rights it has pursuant to such agreements to require (i) the return or destruction of all copies of any confidential information regarding the Company and its Subsidiaries previously provided to any such person, and (ii) the destruction by such person and its Representatives of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or its Subsidiaries, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

Notwithstanding anything in the Arrangement Agreement, if at any time following the date of the Arrangement Agreement and prior to obtaining the Required Shareholder Approval at the Meeting the Company receives an unsolicited Acquisition Proposal, the Company may engage in or participate in discussions or negotiations with the relevant person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure relating to the properties, facilities, Books and Records, if and only if:

- (a) the Board first determines in good faith, after consultation with its financial and outside legal advisors, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal;
- (b) such person was not restricted from making such Acquisition Proposal pursuant to any existing confidentiality, standstill or similar restriction to which the Company is party;
- (c) such Acquisition Proposal did not arise, directly or indirectly, as a result of a violation by the Company directly or indirectly through its Subsidiaries or their respective Representatives of the non-solicitation provisions of the Arrangement agreement in any material respect, and the Company has been and continues to be in compliance with its obligations under the non-solicitation provisions of the Arrangement Agreement, in all material respects;
- (d) the Company enters into a customary confidentiality and standstill agreement with such person;
- (e) the Company has provided the Purchaser with (i) written notice stating the Company's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure; and (ii) a copy of the confidentiality and standstill agreement referred to in the Arrangement Agreement; and
- (f) the Company promptly provides the Purchaser with any substantive or material non-public information concerning the Company and its Subsidiaries, provided to such other person which was not previously provided to the Purchaser.

If at any time following the date of the Arrangement Agreement and prior to obtaining the Required Shareholder Approval at the Meeting, the Company receives an unsolicited Acquisition Proposal that constitutes a Superior Proposal, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

- (a) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to any existing confidentiality, standstill or similar restriction to which the Company is party;
- (b) such Superior Proposal did not arise, directly or indirectly, as a result of a violation by the Company of the non-solicitation provisions of the Arrangement Agreement in any material respect, and the Company has been and continues to be in compliance with its obligations of the non-solicitation provisions of the Arrangement Agreement in all material respects;

- (c) the Company has provided the Purchaser with (i) written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with (ii) written notice from the Board regarding the value and financial terms that the Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Acquisition Proposal (the “**Superior Proposal Notice**”);
- (d) the Company has provided the Purchaser with a copy of the proposed definitive agreement for the Superior Proposal and all schedules and exhibits thereto, together with any financing documents supplied to the Company in connection therewith;
- (e) at least five (5) business days (the “**Matching Period**”) shall have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the materials set forth in the right to match provisions of the Arrangement Agreement (it being understood that the Company shall promptly inform the Purchaser of any amendment to the financial or other material terms of such Superior Proposal during such period);
- (f) after the Matching Period, the Board has determined in good faith, after consultation with its legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal, if applicable, compared to the terms of the Arrangement as proposed to be amended by the Purchaser under the right to match provisions of the Arrangement Agreement; and
- (g) after the Matching Period, the Board has determined, in good faith, after consultation with its legal counsel, that failure of the Board to make a Change in Recommendation and to enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties.

During such Matching Period, or such longer period as the Company may approve in writing for such purpose: (a) the Purchaser shall have the right, but not the obligation, to offer to amend the terms of the Arrangement Agreement and the Arrangement; (b) the Board shall review any offer to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine, in consultation with its financial and outside legal advisors, whether the Purchaser’s amended offer, upon acceptance, would cause the Superior Proposal giving rise to the Matching Period to cease to be a Superior Proposal; (c) if the Board determines that the Acquisition Proposal giving rise to such Matching Period no longer constitutes a Superior Proposal compared to the Arrangement Agreement and the Arrangement as they are proposed to be amended by the Purchaser, the Company shall promptly so advise the Purchaser and the Parties shall amend the Arrangement Agreement to give effect to such amendments, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive material modification to any Acquisition Proposal that results in an increase to, or a modification of, the Consideration to be received by Shareholders or other material amendment to the terms or conditions thereof shall constitute a new Acquisition Proposal for purposes of the requirements under the right to match provisions of the Arrangement Agreement, and the Purchaser shall be afforded a new five (5) business day Matching Period from the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the materials set forth in the right to match provisions of the Arrangement Agreement.

The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of the Arrangement Agreement as contemplated under the right to match provisions of the Arrangement Agreement would result in an Acquisition Proposal no longer being a Superior Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than three (3) business days following the formal announcement of such Acquisition Proposal shall not be considered to be in violation of the right to match provisions of the Arrangement Agreement provided the Board has re-affirmed the Board Recommendation before the end of such three (3) business days period). The Company shall provide the Purchaser and its outside legal advisors with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its counsel.

If the Company provides a Superior Proposal Notice to the Purchaser after a date that is less than ten (10) Business Days before the Meeting, the Company shall either proceed with or shall postpone or adjourn the Meeting, as directed by the Purchaser acting reasonably, to a date that is not more than ten (10) business days after the scheduled date of the Meeting, but in any event to a date that is not less than five (5) business days prior to the Outside Date.

Termination

The Arrangement Agreement may be terminated prior to the Effective Time by:

- (a) the mutual written agreement of the Parties;
- (b) either the Company, on the one hand, or the Purchaser, on the other hand, on written notice to the other Party if:
 - i. the Required Shareholder Approval is not obtained at the Meeting in accordance with the Interim Order, provided that a Party may not terminate the Arrangement Agreement if the failure to obtain the Required Shareholder Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement;
 - ii. after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins the Company or the Purchaser from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable; provided the Party seeking to terminate the Arrangement Agreement has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or
 - iii. the Effective Time does not occur on or prior to the Outside Date; provided that a Party may not terminate the Arrangement Agreement if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement.
- (c) the Company, on written notice to the Purchaser if:
 - i. a breach of any representation or warranty of, or failure to perform any covenant or agreement by the Purchaser under the Arrangement Agreement occurs that would cause any purchaser representations and warranties condition or purchaser covenants condition of the Arrangement Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of notice and cure provisions of the Arrangement Agreement, provided that the Company is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any company representations and warranties condition or company covenants condition of the Arrangement Agreement not to be satisfied;
 - ii. prior to obtaining the Required Shareholder Approval, the Board authorizes the Company to enter into a definitive written agreement (other than a confidentiality agreement as permitted by the Arrangement Agreement) with respect to any Superior Proposal in accordance with the provisions of notification of Acquisition Proposals and right to match provisions the Arrangement Agreement, provided the Company is then in material compliance with the non-solicitation provisions of the Arrangement Agreement; or
 - iii. the conditions of the Arrangement Agreement have been satisfied or waived by the applicable Party or Parties (excluding the condition related to the deposit of Consideration and the conditions that, by their terms, cannot be satisfied until the Effective Date, in which case, there is no state of facts or circumstances then existing that would cause such

conditions not to be satisfied) and the Purchaser has failed to comply with its obligation in the Arrangement Agreement to provide the Depositary sufficient funds in order to satisfy the aggregate Consideration payable to the Shareholders as provided for in the Plan of Arrangement.

- (d) the Purchaser, on written notice to the Company if:
- i. a breach of any representation or warranty of, or failure to perform any covenant or agreement by, the Company under the Arrangement Agreement occurs that would cause any condition in the company representations and warranties condition or company covenants condition provisions of the Arrangement Agreement not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of the notice and cure provisions of the Arrangement Agreement; provided that the Purchaser is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any Purchaser representation and warranties or Purchaser covenants of the Arrangement Agreement not to be satisfied;
 - ii. prior to obtaining the Required Shareholder Approval: (i) the Board withdraws, withholds, qualifies or modifies in a manner adverse to the Purchaser or the consummation of the Arrangement the Board Recommendation, or fails to reconfirm (without qualification) within five (5) business days after request by the Purchaser its approval and recommendation of the Arrangement or the Arrangement Resolution (a “**Change in Recommendation**”), it being understood that publicly taking a neutral position or no position with respect to an Acquisition Proposal for a period of more than five (5) business days after public announcement of an Acquisition Proposal shall be considered an adverse modification; (ii) the Board approves or recommends any Acquisition Proposal; (iii) the Board approves, recommends or authorizes the Company to enter into a written agreement in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by the Arrangement Agreement); or (iv) the Company publicly announces the intention to do any of the foregoing;
 - iii. the dissent rights conditions precedent of the Purchaser noted in the Arrangement Agreement is not capable of being satisfied by the Outside Date; or
 - iv. since the date of the Arrangement Agreement, there has occurred a Material Adverse Effect.

The Party desiring to terminate the Arrangement Agreement (other than in the case of mutual agreement) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party’s exercise of its termination right.

If the Arrangement Agreement is terminated, the Arrangement Agreement shall become void and of no further force or effect without liability of any Party (or any Shareholder or Representative of such Party) to any other Party to the Arrangement Agreement, except that: (a) in the event of termination as a result of the Effective Time occurring, the provisions of the Arrangement Agreement pertaining to insurance and indemnification shall survive for a period of six (6) years following such termination; (b) in the event of a termination prior to the Effective Time, the general provisions of the Arrangement Agreement shall survive termination, (c) in the event of a termination pursuant to the failure to fund provisions of the Arrangement Agreement, the Company shall be entitled to immediately exercise any and all rights and remedies available at law or equity or otherwise under the Arrangement Agreement, including, without limitation, the commencement of a claim for damages for breach of contract, and provided further that no Party shall be relieved of any liability for any wilful material breach by it of the Arrangement Agreement.

Directors’ and Officers’ Indemnification and Insurance

Prior to the Effective Date, the Company shall purchase customary “tail” policies of directors’ and officers’ liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date,

and the Purchaser shall, or shall cause the Company and its Subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six (6) years from the Effective Date; provided that the Purchaser shall not be required to pay any amounts in respect of such coverage prior to the Effective Time; and provided further that the cost of such policies shall not exceed 300% of the aggregate premium for policies currently maintained by the Company and its Subsidiaries.

The Purchaser shall cause the Company and its Subsidiaries to honour all rights to indemnification or exculpation in favour of present and former Company Employees, officers and directors of the Company and its Subsidiaries (to the extent that they are now existing and contained in their Constatting Documents) and acknowledges that such rights, to the extent that they are contained in their Constatting Documents, shall not be amended or rescinded in a manner adverse to the applicable Company Employee, officer or director and shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six (6) years from the Effective Date.

If the Purchaser, the Company or any of its Subsidiaries or any of their respective successors or assigns following the Effective Time (a) consolidates or amalgamates with or merges or liquidates into any other person and is not a continuing or surviving corporation or entity of such consolidation, amalgamation, merger or liquidation, or (b) transfers all or substantially all of its properties and assets to any person, proper arrangements shall be made so as to ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of the Purchaser, the Company or any of its Subsidiaries) assumes all of the obligations set forth in the indemnification and insurance provisions of the Arrangement Agreement.

The indemnification and insurance provisions of the Arrangement Agreement shall survive the consummation of the Arrangement and is intended to be for the benefit of, and shall be enforceable by, the present and former directors and officers of the Company and its Subsidiaries and their respective heirs, executors, administrators and personal representatives (the “**Indemnified persons**”) and shall be binding on the Purchaser, the Company, its Subsidiaries and their respective successors and assigns, and, for such purpose, the Company hereby confirms that it is acting as agent on behalf of the Indemnified persons.

Amendment

The Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, subject to the Plan of Arrangement, the Interim Order and the Final Order, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;
- (c) waive any inaccuracies or modify any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (d) modify conditions contained in the Arrangement Agreement;

provided that no such amendment reduces or materially adversely affects the Consideration to be received by Shareholders without approval of the affected Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

Waiver

No waiver of any of the provisions of the Arrangement Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under the Arrangement Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

INTERESTS OF DIRECTORS AND OFFICERS

In considering the recommendation of the Board, Shareholders should be aware that, as disclosed elsewhere in this Information Circular, certain of the directors and the senior officers of the Company have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. These interests and benefits are described below. See also the discussion under “*Principal Legal Matters – Canadian Securities Law Matters*”.

Common Shares

As at the date hereof, the Company’s directors and senior officers and their associates beneficially owned, controlled or directed, directly or indirectly, an aggregate of 14.98% of the outstanding Common Shares. All of the Common Shares held by the directors and officers and their associates at the Effective Time (other than Common Shares held by the Purchaser) will be treated in the same fashion under the Arrangement as Common Shares held by any other Shareholder. The Purchaser, Terry L. Tucker, is the Executive Chair and Interim Chief Executive Officer of the Company, and holds 4,775,000 Common Shares representing approximately 14.3% of the outstanding Common Shares, which Common Shares will not be acquired under the Arrangement.

The aggregate Consideration to be received by directors and senior officers (other than the Purchaser) and their associates for their Common Shares as part of the Arrangement is \$8,625. Kevin Ma and Derek Sobel do not hold any Common Shares.

Name	Common Shares Held	Percentage of Issued Common Shares	Aggregate Consideration
Terry L. Tucker ⁽¹⁾	4,775,000	14.3%	N/A ⁽¹⁾
Neil Budd	100,000	0.30%	\$3,750
Donna M. Moroney	130,000 ⁽²⁾	0.39%	\$4,875

Notes:

(1) The Purchaser is the Executive Chair and Interim Chief Executive Officer of the Company. The Purchaser’s 4,775,000 Common Shares are not acquired under the Arrangement.

(2) Ms. Moroney holds 100,000 Common Shares directly, and 30,000 Common Shares indirectly through Wiklow Corporate Services Inc.

Change of Control and Termination Provisions

The execution and delivery by the Company of the Arrangement Agreement and the performance by it of its obligations hereunder and the completion of the Arrangement do not and will not trigger any change of control provision with respect to the directors and officers of the Company and their associates.

Indemnity and Insurance Arrangements

For a description of the indemnification and insurance arrangements for directors and executive officers of the Company under the Arrangement Agreement, see “*The Arrangement Agreement – Directors’ and Officers’ Indemnification and Insurance*”.

PRINCIPAL LEGAL MATTERS

Court Approval

A plan of arrangement under the BCBCA requires Court approval.

Interim Order

Prior to the mailing of this Information Circular, the Company obtained the Interim Order from the Court authorizing and directing the Company to call, hold and conduct the Meeting and to submit the Arrangement to the Shareholders for approval. The Interim Order provides that approval of the Arrangement Resolution will require an affirmative vote of (i) at least 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share; and (ii) a simple majority of the votes cast on the Arrangement Resolution by Shareholders (other than the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, each being entitled to one vote per Common Share, voting in accordance with Part 8 of MI 61-101. At the Meeting each Shareholder shall be entitled to one vote for each Common Share held. Copies of the Interim Order and the Notice of Hearing of Petition are attached as Schedule “E” to this Information Circular.

Final Order

Subject to the terms of the Arrangement Agreement and approval of the Arrangement Resolution by Shareholders at the Meeting in the manner required by the Interim Order, the Company intends to make an application to the Court for the Final Order.

The hearing in respect of the Final Order is expected to take place on November 17, 2026 at 10:00 a.m. (Vancouver time), or as soon thereafter as counsel may be heard, at 800 Smithe Street, Vancouver, British Columbia. At the hearing, any Shareholder and any other interested party who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing with the Court and serving upon the Company a response in the form prescribed by the Supreme Court Civil Rules (British Columbia) together with any evidence or materials that such party intends to present to the Court on or before 4:00 p.m. (Vancouver time) on November 16, 2026. Service of such notice shall be effected by service upon the solicitors for the Company: McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani.

The Court has broad discretion under the BCBCA when making Orders with respect to plans of arrangement and will consider at the hearing to obtain the Final Order, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit.

Depending upon the nature of any amendments to the Plan of Arrangement required by the Court, the Company or the Purchaser may determine not to proceed with the Arrangement.

Canadian Securities Law Matters

The directors and officers of the Company may have interests in the Arrangement that are, or may be, different from, or in addition to, the interests of other Shareholders. These interests include those described below and in the section “*Interests of Directors and Officers*”. The Special Committee and the Board are aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by Shareholders and approval of the delisting of the Common Shares from the Exchange by disinterested Shareholders.

The Company is a reporting issuer in British Columbia, Alberta and Ontario and accordingly is subject to the Securities Laws of such provinces and the policies of the Exchange, including MI 61-101, which has been adopted under the policies of the Exchange and which regulates transactions that raise the potential for conflicts of interest.

MI 61-101 regulates certain types of transactions to ensure fair treatment of security holders when, in relation to a transaction, there are persons in a position that could cause them to have an actual or reasonably perceived conflict of interest or informational advantage over other security holders.

If MI 61-101 applies to a proposed acquisition of a reporting issuer, then some of the following may be required: (i) enhanced disclosure in documents sent to security holders, (ii) the approval of security holders excluding, among others, “interested parties” (as defined in MI 61-101), (iii) a formal valuation of the equity securities being acquired, prepared by an independent and qualified valuator, and (iv) an independent committee of the board of the directors of

the reporting issuer to carry out specified responsibilities. The security holder protections provided by MI 61-101 go substantially beyond the requirements of corporate law.

The protections afforded by MI 61-101 apply to, among other transactions, “business combinations” (as defined in MI 61-101) which may terminate the interests of security holders without their consent in certain circumstances, including where a “related party” (as defined in MI 61-101) of an issuer would, as a consequence of the transaction, directly or indirectly acquire the issuer in connection with an arrangement transaction (such as the Arrangement).

Pursuant to MI 61-101, the Arrangement is a “business combination”. The Purchaser, Terry L. Tucker, is a “related party” of the Company by virtue of being the Executive Chair and Interim Chief Executive Officer of the Company and beneficially owning, directly or indirectly, more than 10% of the outstanding Common Shares. Accordingly, the Arrangement will require “minority approval”, in accordance with MI 61-101. The Company intends to rely on the “specified market” exemption from the formal valuation requirement under section 5.5(b) of MI 61-101, as the Common Shares are listed only on the Exchange, such that no formal valuation of the Common Shares will be obtained.

Minority Approval

MI 61-101 requires that, in addition to any other required security holder approval, a business combination is subject to “minority approval” (as defined in MI 61-101) of every class of “affected securities” (as defined in MI 61-101) of the issuer, in each case voting separately as a class.

In relation to the Arrangement, the approval of the Arrangement Resolution will require the affirmative vote of a majority of the votes attached to the Common Shares held by Shareholders present in person or represented by proxy at the Meeting, excluding for this purpose votes attached to Common Shares held by (i) the Company, (ii) “interested parties”, (iii) any “related party” of an “interested party” and (iv) any person that is a “joint actor” (as such terms are defined in MI 61-101) with the foregoing.

To the knowledge of the directors and senior officers of the Company after reasonable inquiry, as at the date of this Information Circular, the Purchaser is the only Shareholder whose votes are required to be excluded for purposes of “minority approval” in accordance with MI 61-101. The Purchaser beneficially owns, or exercises control or direction over, an aggregate of 4,775,000 Common Shares representing approximately 14.3% of the outstanding Common Shares.

Securities Laws in the provinces and territories of Canada provide security holders of the Company with, in addition to any rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to the Shareholders. However, such rights must be exercised within prescribed time limits. Shareholders should refer to the applicable provisions of the Securities Laws of their province or territory for particulars of those rights or consult a lawyer.

Formal Valuation

The Company is not required to obtain a formal valuation under MI 61-101 as a result of the exemption from the formal valuation requirement for issuers not listed on specified markets.

Stock Exchange De-Listing and Reporting Issuer Status

Upon the completion of the Plan of Arrangement, the Purchaser will have acquired all of the issued and outstanding Common Shares (other than those already held by the Purchaser).

Subject to disinterested Shareholder approval of the Delisting Resolution at the Meeting and Exchange acceptance, the Common Shares are expected to be de-listed from the Exchange promptly following the Effective Date. It is also expected that the Company will seek to be deemed to have ceased to be a reporting issuer under the Securities Laws of each of the provinces of Canada where it is a reporting issuer following completion of the Arrangement.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes certain of the principal Canadian federal income tax considerations in respect of the Arrangement generally applicable to a Shareholder who, for purposes of the Tax Act and at all relevant times, is the beneficial holder of Common Shares, deals at arm's length with each of the Company and the Purchaser and is not affiliated with the Company or the Purchaser, holds Common Shares as capital property, and disposes of such Common Shares under the Arrangement (a "**Specified Holder**"). Common Shares will generally be considered to be capital property to a Specified Holder unless the Specified Holder holds such Common Shares in the course of carrying on a business of buying and selling securities or the Specified Holder acquired such Common Shares in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based on the current provisions of the Tax Act and the regulations thereunder (the "**Regulations**") and an understanding of existing case law and the published administrative policies and assessing practices of the CRA published in writing prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and assumes that all Tax Proposals will be enacted in the form proposed. However, there can be no assurance that the Tax Proposals will be enacted in their current form, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in Law or administrative policies and assessing practices, whether by legislative, regulatory, administrative or judicial decision or action, nor does it take into account or consider other federal or any provincial, territorial or foreign Tax considerations, which may differ significantly from the Canadian federal income tax considerations described herein.

This summary does not apply to Shareholders who acquired their Common Shares on the exercise of employee stock options. Such holders should consult their own tax advisors.

This summary assumes that, at all relevant times prior to and including the time of the acquisition of the Common Shares by the Purchaser, the Common Shares will be listed on the Exchange.

This summary is not applicable to a Specified Holder: (a) that is a "financial institution" (for the purposes of the "mark-to-market" rules) or a "specified financial institution", each as defined in the Tax Act; (b) an interest in which would be a "tax shelter investment", as defined in the Tax Act; (c) whose "functional currency" for the purposes of the Tax Act is the currency of a country other than Canada; (d) who enters into a "derivative-forward agreement" as defined in the Tax Act in respect of the Common Shares, or (e) that is a corporation resident in Canada that is, or becomes as part of a transaction, event or series of transactions or events that includes the Arrangement, controlled by a non-resident corporation for the purposes of the foreign affiliate dumping rules in section 212.3 of the Tax Act. Such Specified Holders should consult their tax advisors with respect to the consequences of the Arrangement.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Shareholder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Shareholders are urged to consult their own tax advisors for advice regarding the income tax consequences to them of disposing of their Common Shares under the Arrangement, having regard to their own particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, local and foreign tax laws. No advance income tax ruling has been obtained from the CRA to confirm the tax consequences of the Arrangement to Shareholders.

Generally, for purposes of the Tax Act, all amounts must be expressed in Canadian dollars using the rate of exchange determined in accordance with the Tax Act.

Specified Holders Resident in Canada

The following portion of the summary is generally applicable to a Specified Holder who, for purposes of the Tax Act, and at all relevant times, is resident or deemed to be resident in Canada (a "**Resident Holder**").

Certain Resident Holders whose Common Shares might not otherwise be considered capital property may, in certain circumstances, make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Common Shares and all other "Canadian securities" as defined in the Tax Act owned by such Specified Holder in the taxation

year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Specified Holders should consult with their own tax advisors if they contemplate making such an election.

Disposition of Common Shares under the Arrangement

Under the Arrangement, Resident Holders will dispose of their Common Shares to the Purchaser in consideration for a cash payment, and will realize a capital gain (or a capital loss) equal to the amount by which the Consideration for such Common Shares exceeds (or is less than) the aggregate of the adjusted cost base to the Resident Holder of such Common Shares immediately prior to the disposition, and any reasonable costs of disposition. The taxation of capital gains and capital losses is discussed below under the heading “*Certain Canadian Federal Income Tax Considerations – Capital Gains and Capital Losses*”.

Dissenting Resident Holders

A Resident Holder who validly dissents from the Arrangement (a “**Dissenting Resident Holder**”) will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Resident Holder’s Common Shares.

A Dissenting Resident Holder of Common Shares will be considered to have disposed of the Common Shares to the Purchaser for proceeds of disposition equal to the amount payable by the Purchaser to such Dissenting Resident Holder less an amount in respect of interest, if any, awarded by the Court. A Dissenting Resident Holder of Common Shares will generally realize a capital gain (or a capital loss) to the extent that such proceeds of disposition (excluding any interest awarded by the Court) net of any reasonable costs of disposition exceed (or are less than) the adjusted cost base to the Dissenting Resident Holder’s Common Shares. The taxation of capital gains and capital losses is discussed below under the heading “*Certain Canadian Federal Income Tax Considerations – Capital Gains and Capital Losses*”.

Any interest awarded by the Court to a Dissenting Resident Holder of Common Shares will be included in such Dissenting Resident Holder’s income for the purposes of the Tax Act.

Resident Holders who intend to dissent from the Arrangement are urged to consult their own tax advisors.

Capital Gains and Capital Losses

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a “**taxable capital gain**”) realized in such taxation year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an “**allowable capital loss**”) realized in a taxation year from taxable capital gains realized by the Resident Holder in the year. Allowable capital losses in excess of taxable capital gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years to the extent and in the circumstances prescribed in the Tax Act.

Capital gains realized by individuals and certain trusts may give rise to a liability for minimum tax under the Tax Act.

In the case of a Resident Holder that is a corporation, or a trust or partnership of which a corporation, trust or partnership is a beneficiary or member, the amount of any capital loss otherwise determined resulting from the disposition of Common Shares may be reduced by the amount of dividends previously received or deemed to be received to the extent and under the circumstances prescribed in the Tax Act. Such Resident Holders should consult their own advisors.

Additional Refundable Tax

A Resident Holder, including a Dissenting Resident Holder, that is throughout the year a “Canadian-controlled private corporation” (as defined in the Tax Act) or is at any time in the year a “substantive CCPC” (as defined in the Tax Act), may be liable to pay an additional refundable tax on certain investment income, including taxable capital gains and interest.

Specified Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Specified Holder who, for the purposes of the Tax Act, and at all relevant times, is not and has not been a resident or deemed to be a resident of Canada and does not use or hold, and is not deemed to use or hold, Common Shares in connection with carrying on a business in Canada (a “**Non-Resident Holder**”). Special rules, which are not discussed in this summary, apply to a non-resident that is an insurer carrying on business in Canada and elsewhere and to an “authorized foreign bank” (as defined in the Tax Act), and such Non-Resident Holders should consult their own tax advisors.

Disposition of Common Shares under the Arrangement

A Non-Resident Holder who disposes of Common Shares under the Arrangement will realize a capital gain or a capital loss computed in the manner described above under the heading “*Certain Canadian Federal Income Tax Considerations – Specified Holders Resident in Canada – Disposition of Common Shares under the Arrangement*”. A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain, or entitled to deduct any capital loss, realized on the disposition of Common Shares under the Arrangement unless such Common Shares constitute “taxable Canadian property” (as defined in the Tax Act) to the Non-Resident Holder and do not constitute “treaty-protected property” (as defined in the Tax Act). See the discussion below under the heading “*Certain Canadian Federal Income Tax Considerations – Taxable Canadian Property*”.

Taxable Canadian Property

Generally, the Common Shares will not be “taxable Canadian property” to a Non-Resident Holder at the time of disposition provided that, in the case where the Common Shares are listed on a “designated stock exchange” (which includes the Exchange) at the time of disposition, at no particular time during the 60-month period immediately preceding the disposition: (a) did one or any combination of the Non-Resident Holder, persons with whom the Non-Resident Holder did not deal at arm’s length or partnerships in which the Non-Resident Holder or such non-arm’s length person holds a membership interest (either directly or indirectly through one or more partnerships) own 25% or more of the issued shares of any class or series of the Company; and (b) was more than 50% of the fair market value of such shares derived directly or indirectly from one or any combination of real or immovable property situated in Canada, “Canadian resource properties” (as defined in the Tax Act), “timber resource properties” (as defined in the Tax Act) and options in respect of, or interests in, or for civil law rights in, any such properties (whether or not such property exists). Notwithstanding the foregoing, in certain limited circumstances set out in the Tax Act, Common Shares could be deemed to be “taxable Canadian property” to a Non-Resident Holder. Non-Resident Holders should consult their own advisors for advice as to whether their Common Shares constitute “taxable Canadian property,” having regard to their particular circumstances.

Even if the Common Shares are “taxable Canadian property” to a Non-Resident Holder, a taxable capital gain resulting from the disposition of Common Shares will not be included in computing the Non-Resident Holder’s taxable income for the purposes of the Tax Act if, at the time of the disposition, the Common Shares constitute “treaty-protected property”. Common Shares owned by a Non-Resident Holder will generally be “treaty-protected property” for purposes of the Tax Act at the time of the disposition if the gain from the disposition of such Common Shares would, because of an applicable income tax convention, be exempt from Tax under the Tax Act. Non-Resident Holders whose Common Shares are “taxable Canadian property” should consult their own tax advisors for advice having regard to their particular circumstances, including whether their Common Shares constitute “treaty-protected property”.

Dissenting Non-Resident Holders

A Non-Resident Holder who validly dissents from the Arrangement (a “**Dissenting Non-Resident Holder**”) will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Non-Resident Holder’s Common Shares.

A Dissenting Non-Resident Holder of Common Shares will be considered to have disposed of the Common Shares to the Purchaser for proceeds of disposition equal to the amount paid by the Purchaser to such Dissenting Non-Resident Holder less an amount in respect of interest, if any, awarded by the Court, and such Dissenting Non-Resident Holder will be subject to tax under the Tax Act on any gain realized as a result if such Common Shares constitute “taxable Canadian property” as discussed above under the headings “*Certain Canadian Federal Income Tax Considerations –*

Disposition of Common Shares under the Arrangement” and “Certain Canadian Federal Income Tax Considerations – Taxable Canadian Property”, unless relief is provided under an income tax convention between Canada and the Dissenting Non-Resident Holder’s country of residence.

Any interest paid or deemed to be paid to a Dissenting Non-Resident Holder in respect of a Common Share, including interest awarded by the Court, will not be subject to Canadian withholding tax provided such interest is not “participating debt interest” as defined in the Tax Act.

Non-Resident Holders who intend to dissent from the Arrangement are urged to consult their own tax advisors.

TAX CONSIDERATIONS IN OTHER JURISDICTIONS

Shareholders should be aware that the disposition of Common Shares pursuant to the Arrangement may have tax consequences in their jurisdiction. All Shareholders should consult with their own professional advisors as to the relevant legal, tax, financial or other consequences of participating in the Arrangement.

RISK FACTORS

In evaluating whether to approve the Arrangement Resolution, Shareholders should carefully consider the following risk factors. Additional risks and uncertainties, including those currently unknown to or considered immaterial by Southstone may also adversely affect the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement.

Risks Relating to the Arrangement

Completion of the Arrangement is subject to several conditions that must be satisfied or waived.

Completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of the control of the Company and the Purchaser, including approval of the Arrangement Resolution by the Shareholders and the granting of the Final Order. There can be no certainty, nor can the Company provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, nor can there be any certainty of the timing of their satisfaction or waiver. Failure to complete the Arrangement could materially negatively impact the trading price of the Common Shares.

The Arrangement Agreement may be terminated by the Company or the Purchaser in certain circumstances, in which case the Company may not be able to solicit an alternative offer.

Each of Company and the Purchaser has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty that the Arrangement Agreement will not be terminated by any of the Parties before the completion of the Arrangement.

If the Arrangement Agreement is terminated, there is no assurance that the Board will be able to find a party willing to pay an equivalent or greater price for the Common Shares than the price to be paid pursuant to the Arrangement Agreement.

Depending on the circumstances, each of Southstone and the Purchase may be responsible for the total costs of both parties incurred in connection with the Arrangement. See “*The Arrangement*” – “*Treatment of Indebtedness Under the Arrangement*” – “*Transaction Expenses*”.

Directors and officers of Southstone have interests in the Arrangement that may be different than those of the Shareholders generally.

In considering the recommendation of the Board, Shareholders should be aware that, as disclosed elsewhere in this Information Circular, certain of the directors and the senior officers of the Company have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. See “*Principal Legal Matters – Canadian Securities Law Matters*”.

The Arrangement was an unsolicited offer from the Purchaser.

The Arrangement originated from an unsolicited offer from the Purchaser and the Company did not solicit third parties to make a proposal to the Company for a business transaction in lieu of the Arrangement after the Purchaser's proposal or otherwise run an "auction" process. There can be no assurance that a third party would not have offered higher Consideration to the Shareholders. See "*TSX Trust Company* is acting as the Depositary for purposes of the Arrangement. In such capacity, the Depositary will receive deposits of the original certificates or DRS Statement representing Common Shares and accompanying Letters of Transmittal at its offices as detailed in the Letter of Transmittal. The Depositary will also be responsible for giving notices, if required, and for delivering to Shareholders the aggregate consideration to which they are entitled upon completion of the Arrangement.

Background to the Arrangement".

If the Arrangement is not completed, the market price for the Common Shares may decline.

If, for any reason, the Arrangement is not completed or its completion is materially delayed and/or the Arrangement Agreement is terminated, the market price of the Common Shares may be materially adversely affected. Southstone's business, financial condition or results of operations could also be subject to various material adverse consequences, including that Southstone would remain liable for costs relating to the Arrangement. If the Arrangement Resolution is not approved or for any reason the Arrangement is not completed or is materially delayed and the Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total Consideration to be paid pursuant to the Arrangement.

Uncertainty Surrounding the Arrangement

As the Arrangement is dependent upon the satisfaction of a number of conditions precedent, its completion is uncertain. If the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of Southstone's resources to the completion thereof could have a negative impact on Southstone's relationships with its stakeholders and could have a Material Adverse Effect on the current future operations, financial condition and prospects of Southstone. In addition, Southstone may incur significant transaction expenses in connection with the Arrangement, regardless of whether the Arrangement is completed. Southstone is subject to customary non-solicitation provisions under the Arrangement Agreement. The Arrangement Agreement also restricts Southstone from taking specified actions until the Arrangement is completed without the consent of the Purchaser. These restrictions may prevent Southstone from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

Risks Relating to the Company

If the Arrangement is not completed, the Company will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects.

DISSENT RIGHTS

The following is a summary of the provisions of the BCBCA relating to a Shareholder's dissent and appraisal rights in respect of the Arrangement Resolution as modified by the Interim Order and Plan of Arrangement. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of its Common Shares and is qualified in its entirety by reference to the full text of Division 2 of Part 8 of the BCBCA (the full text of Division 2 of Part 8 of the BCBCA is attached to this Information Circular as Schedule "F"), as modified by Article 3 of the Plan of Arrangement (attached to this Information Circular as Schedule "D") and the Interim Order (attached to this Information Circular as Schedule "E").

The statutory provisions dealing with the right of dissent are technical and complex. Any Dissenting Shareholders should seek independent legal advice, as failure to comply strictly with the provisions of Division 2 of Part 8 of the BCBCA, as modified by Article 3 of the Plan of Arrangement and Interim Order, or to adhere to the procedures established therein, may result in the loss of all Dissent Rights.

The Court hearing the application for the Final Order also has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

The Interim Order expressly provides Registered Shareholders with the right to dissent with respect to the Arrangement Resolution. Each Dissenting Shareholder is entitled to be paid the fair value (determined as of immediately before the passing of the Arrangement Resolution) of all, but not less than all, of the holder's Common Shares, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

In many cases, Common Shares beneficially owned by a holder are registered either (a) in the name of an Intermediary that the Beneficial Shareholder deals with in respect of such Common Shares, such as, among others, banks, trust companies, securities brokers, trustees and other similar entities, or (b) in the name of a depository, such as CDS & Co., of which the Intermediary is a participant. Accordingly, a Beneficial Shareholder will not be entitled to exercise his, her or its rights of dissent directly (unless the shares are re-registered in the Beneficial Shareholder's name).

With respect to Common Shares in connection to the Arrangement, pursuant to the Interim Order, a Registered Shareholder, other than an affiliate of the Company, may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order; provided that, notwithstanding Section 242(2) of the BCBCA, the written objection to the Arrangement Resolution must be sent to the Company by Registered Shareholders who wish to dissent not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting (or if the Meeting is adjourned or postponed, two Business Days before any such adjourned or postponed Meeting). Written objections must be received by the Company, c/o McMillan LLP, Royal Centre, Suite 1500, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani.

To exercise Dissent Rights, a Registered Shareholder must dissent with respect to all Common Shares of which it is the registered and beneficial owner. A Registered Shareholder who wishes to dissent must deliver written notice of dissent to the Company as set forth above and such notice of dissent must strictly comply with the requirements of Section 242 of the BCBCA. **Any failure by a Shareholder to fully comply with the provisions of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of that holder's Dissent Rights.** Beneficial Shareholders who wish to exercise Dissent Rights must cause each registered holder of their Common Shares to deliver the notice of dissent.

To exercise Dissent Rights, a Registered Shareholder must prepare a separate notice of dissent for him, her or itself, if dissenting on his, her or its own behalf, and for each other Beneficial Shareholder who beneficially owns Common Shares registered in the Registered Shareholder's name and on whose behalf the Registered Shareholder is dissenting; and must dissent with respect to all of the Common Shares registered in his, her or its name or if dissenting on behalf of a Beneficial Shareholders, with respect to all of the Common Shares registered in his, her or its name and beneficially owned by the Beneficial Shareholder on whose behalf the Registered Shareholder is dissenting. The notice of dissent must set out the number of Common Shares in respect of which the Dissent Rights are being exercised (the "Dissenting Common Shares") and: (a) if such Common Shares constitute all of the Common Shares of which the Shareholder is the registered and beneficial owner and the Shareholder owns no other Common Shares beneficially, a statement to that effect; (b) if such Common Shares constitute all of the Common Shares of which the Shareholder is both the registered and beneficial owner, but the Shareholder owns additional Common Shares beneficially, a statement to that effect and the names of the Registered Shareholders, the number of Common Shares held by each such Registered Shareholder and a statement that written notices of dissent are being or have been sent with respect to such other Common Shares; or (c) if the Dissent Rights are being exercised by a Registered Shareholder who is not the beneficial owner of such Common Shares, a statement to that effect and the name and address of the Beneficial Shareholder and a statement that the Registered Shareholder is dissenting with respect to all Common Shares of the Beneficial Shareholder registered in such registered holder's name.

It is a condition to the Purchaser's obligation to complete the Arrangement that Shareholders holding no more than 10% of the Common Shares shall have exercised Dissent Rights, or have instituted Proceedings to exercised Dissent Rights on or before the Effective Time.

If the Arrangement Resolution is approved by Shareholders, and the Company notifies a registered holder of Dissenting Common Shares of the Company's intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, in order to exercise Dissent Rights, such Shareholder must, within one month after the Company gives such notice, send to the Company a written statement that such holder requires the purchase of all of the

Dissenting Common Shares in respect of which such holder has given notice of dissent. Such written notice must be accompanied by the certificate or certificates representing those Dissenting Common Shares, as applicable (including a written statement prepared in accordance with Section 244(1)(c) of the BCBCA if the dissent is being exercised by the Registered Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the Shareholder becomes a Dissenting Shareholder, and is bound to sell and the Company is bound to purchase those Common Shares. Such Dissenting Shareholder may not vote, or exercise or assert any rights of a Shareholder in respect of such Dissenting Common Shares, other than the rights set forth in Division 2 of Part 8 of the BCBCA, as modified by Article 3 of the Plan of Arrangement and the Interim Order.

Dissenting Shareholder who are:

- (a) ultimately entitled to be paid fair value for their Common Shares will be paid an amount equal to such fair value by the Company, and will be deemed to have transferred such Common Shares as of the Effective time to the Purchaser without any further act or formality, and free and clear of all Liens, claims and encumbrances; or
- (b) ultimately not entitled, for any reason, to be paid fair value for their Common Shares, will be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-Dissenting Shareholder pursuant to the Plan of Arrangement.

If a Dissenting Shareholder is ultimately entitled to be paid by the Company for their Dissenting Common Shares, such Dissenting Shareholder may enter into an agreement with the Company for the payout value of such Dissenting Common Shares. If such Dissenting Shareholder does not reach an agreement with the Company, such Dissenting Shareholder, or the Company, may apply to the Court, and the Court may determine the payout value of the Dissenting Common Shares and make consequential Orders and give directions as the Court considers appropriate. There is no obligation on the Company to make application to the Court. The Dissenting Shareholders will be entitled to receive the fair value that the Common Shares had immediately before the passing of the Arrangement Resolution. After a determination of the payout value of the Dissenting Common Shares, the Company must then promptly pay that amount to the Dissenting Shareholder.

In no case will the Company, the Purchaser, the Depositary or any other person be required to recognize Dissenting Shareholder as Shareholders of the Company after the Effective Time, and the names of such Dissenting Shareholder will be deleted from the central securities register as Shareholders of the Company as and from the Effective Time.

In no circumstances will the Company, the Purchaser or any other person be required to recognize a person as a Dissenting Shareholder: (i) unless such person is the holder of the Common Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (ii) if such person has voted or instructed a proxy holder to vote such Dissenting Common Shares in favour of the Arrangement Resolution; or (iii) unless such person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by Article 3 of the Plan of Arrangement and the Interim Order and does not withdraw such notice of dissent prior to the Effective Time.

In no circumstances will the Company, the Purchaser or any other person be required to recognize a Dissenting Shareholder as the holder of any Common Shares in respect of which Dissent Rights have been validly exercised at and after the completion of the steps contemplated in Article 3 of the Plan of Arrangement.

Dissent Rights with respect to Dissenting Common Shares will terminate and cease to apply to the Dissenting Shareholder if, before full payment is made for the Dissenting Common Shares, the Arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed, a Court permanently enjoins or sets aside the corporate action approved by the Arrangement Resolution, or the Dissenting Shareholder withdraws the notice of dissent with the Company's written consent. If any of these events occur, the Company must return the certificates representing the Common Shares to the Dissenting Shareholder, the Dissenting Shareholder regains the ability to vote, if applicable, and otherwise exercise its rights as a Shareholder of the Company, and the Dissenting Shareholder must return any money that the Company paid to the Dissenting Shareholder in respect of the Dissenting Common Shares under, or in purported compliance with Division 2 of Part 8 of the BCBCA, as modified by Article 3 of the Plan of Arrangement and the Interim Order.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A Shareholder who intends to exercise Dissent Rights must strictly adhere to the procedures established in Sections 237 to 247 of the BCBCA, as modified by Article 3 of the Plan of Arrangement and the Interim Order, and failure to do so may result in the loss of all Dissent Rights. Persons who are Beneficial Shareholders registered in the name of an Intermediary, or in some other name, who wish to exercise Dissent Rights should be aware that only the registered owner of such Common Shares is entitled to dissent.

If you dissent there can be no assurance that the amount you receive as fair value for your Common Shares will be more than or equal to the consideration under the Arrangement.

Accordingly, each Shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of the Interim Order and Sections 237 to 247 of the BCBCA, which are attached to this Information Circular as Schedule “E” and Schedule “F” respectively, and the Plan of Arrangement, which is attached to this Information Circular as Schedule “D”, and seek his, her or its own legal advice.

INFORMATION CONCERNING THE COMPANY

Overview

Southstone Minerals Limited is a mineral exploration and development company with diamond mining operations in South Africa. The Company is incorporated under the laws of British Columbia. The registered office of the Company is located at 2751 Graham Street, Victoria, British Columbia V8T 3Z1. The Common Shares are listed on the Exchange under the ticker symbol “SML”. The Company is a reporting issuer in British Columbia, Alberta and Ontario.

Recent Developments

- On May 22, 2026, the Company remitted the final payment of USD\$55,350.24 to CC Mining under a loan agreement dated January 29, 2024 between the Company (as borrower) and CC Mining (as lender) (the “**Loan Agreement**”). The final payment comprised US\$54,569.15 of principal and US\$781.09 of interest. Following this payment, all principal and interest under the Loan Agreement have been repaid and the Loan Agreement was to be discharged in accordance with its terms.
- On May 25, 2026, the Company appointed Kevin Ma to the Board as an independent director and as Chair of the Audit Committee of the Company, and appointed Derek Sobel of Catapult Consulting Corporation as the Chief Financial Officer of the Company.
- On July 7, 2026, the Company announced it entered into a mutual termination deed with Afrium Energy Pte. Ltd. (“**Afrium**”), terminating the binding term sheet dated 18 February 2025, as amended (the “**Term Sheet**”), in respect of the Company’s proposed acquisition of all of the issued shares of Afrium. The termination is by mutual consent, is effective July 6 2026, and includes a mutual release of claims between the parties in connection with the Term Sheet.
- On July 27, 2026, trading in the Common Shares resumed on the Exchange following completion of steps to address Exchange deficiencies underlying the trading halt.
- On September 21, 2026, the Company entered into the Arrangement Agreement with the Purchaser.

Share Capital of Southstone

As of the date of this Information Circular, the Company has 33,401,888 Common Shares issued and outstanding. No options or other convertible securities are outstanding.

Ownership of Securities of the Issuer

The following table lists, to the knowledge of management of the Company, those persons or companies who beneficially own, directly or indirectly, or exercise control or direction over, voting securities of the Company carrying more than 10% of the voting rights attached to any class of voting securities of the Company as at the date hereof:

Name	Number of Common Shares	Percentage of Common Shares
CC Mining Limited	6,675,872	19.99%
Terry L. Tucker ⁽¹⁾	4,775,000	14.3%

Notes:

Terry L. Tucker is the Executive Chair and Interim Chief Executive Officer of the Company and also the Purchaser under the Arrangement. Common Shares held by Terry L. Tucker will be excluded from the minority vote approving the Arrangement Resolution and Delisting Resolution.

Prior Sales and Previous Distributions

Southstone has not issued any Common Shares or securities in the 12-month period before the date of this Information Circular.

Trading Price and Volume

Common Shares of Southstone are traded on the Exchange under the symbol “SML”. The following table sets forth, for the periods indicated, the high and low closing day reported prices and the trading volume of the Common Shares on the Exchange:

Month	Monthly High Price (\$)	Monthly Low Price (\$)	Monthly Volume
October 2025	N/A	N/A	N/A
November 2025	N/A	N/A	N/A
December 2025	N/A	N/A	N/A
January 2026	N/A	N/A	N/A
February 2026	N/A	N/A	N/A
March 2026	N/A	N/A	N/A
April 2026	N/A	N/A	N/A
May 2026	N/A	N/A	N/A
June 2026	N/A	N/A	N/A
July 2026	0.06	0.03	4,829,754
August 2026	0.07	0.035	4,509,933
September 2026	0.05	0.03	2,020,027
October 1-8	0.035	0.03	399,000

Notes:

(1) The Company’s common shares were halted from trading on the TSX Venture Exchange from January 10, 2024 and the common shares resumed trading on the TSX Venture Exchange on July 27, 2026.

On September 18, 2026, the last trading day before the entering into of the Arrangement Agreement was announced, the closing trading price of the Common Shares on the Exchange was \$0.04.

Dividends

The Company has not paid any dividends during the two years preceding the date of this Information Circular. The Company does not intend to declare or pay cash dividends on the Common Shares within the foreseeable future.

INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set out in this Information Circular, there are no material interests, direct or indirect, of any director or executive officer of the Company, any Shareholder that beneficially owns, or controls or directs (directly or indirectly), more than 10% of any class or series of Southstone's outstanding voting securities, or any associate or affiliate of any of the foregoing persons, in any matter to be acted upon at the Meeting.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Aggregate Indebtedness

As of the date of this Information Circular, there is no material indebtedness owing to the Company from any of our current, or former, officers, directors, or employees, including in respect of indebtedness to others where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement provided by the Company.

Indebtedness of Directors and Executive Officers under Securities Purchase and Other Programs

No person who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, and no associate of any such director or officer is, or at any time since the beginning of the most recently completed financial year of the Company has been, indebted to the Company, and no such persons owe a debt to another entity, which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement provided by the Company.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Information Circular, no informed person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of the Company, or any associate or affiliate of any informed person, has had any material interest, direct or indirect, in any transaction, or proposed transaction, which has materially affected or would materially affect the Company or any of its Subsidiaries since the commencement of the most recently completed financial year of the Company.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of this Information Circular.

REGISTRAR, TRANSFER AGENT AND AUDITOR

The registrar and Transfer Agent of the Company is TSX Trust Company of 733 Seymour Street, Suite 2310, Vancouver, British Columbia V6B 0S6.

The auditor of the Company is Mao & Ying LLP, Chartered Professional Accountants, of 1488 – 1188 West Georgia Street, Vancouver, British Columbia V6E 4A2.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca. Financial information is included in the Company's audited financial statements and management's discussion and analysis, copies of which are available on SEDAR+ or upon request from the Company at telephone no: 604-831-9304.

DIRECTORS' APPROVAL

The contents of this Information Circular and its distribution to Shareholders have been approved by the Board.

DATED at Vancouver, British Columbia, October 9, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

Kevin Ma
Chair of the Special Committee

CONSENT OF EVANS & EVANS, INC.

To: The Board of Directors of Southstone Minerals Limited

And to: The Special Committee of the Board of Directors of Southstone Minerals Limited

We have read the management information circular (the “**Information Circular**”) of Southstone Minerals Limited (the “**Company**”) dated October 9, 2026 relating to the special meeting of shareholders of the Company to approve an arrangement under the *Business Corporations Act* (British Columbia) involving the Company, Terry L. Tucker and certain shareholders of the Company. We consent to the inclusion of the text of our fairness opinion dated September 21, 2026 as Schedule “C” to the Information Circular and references to our firm name and the summary of our fairness opinion in the Information Circular.

DATED this 9th day of October, 2026.

“Evans & Evans, Inc.”

Evans & Evans, Inc.

SCHEDULE A – ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the **Arrangement**) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the **BCBCA**) of Southstone Minerals Limited (the **Corporation**), as more particularly described and set forth in the management proxy circular of the Corporation (the **Circular**) dated October 9, 2026 accompanying the notice of this meeting, and as the Arrangement may be amended, modified or supplemented in accordance with the arrangement agreement dated September 21, 2026 between the Corporation and Terry L. Tucker (as it may from time to time be amended, modified or supplemented, the **Arrangement Agreement**), is hereby authorized, approved and adopted.
2. The plan of arrangement of the Corporation (as it may be amended, modified or supplemented in accordance with its terms and the terms of the Arrangement Agreement, the **Plan of Arrangement**), the full text of which is set out in Schedule “D” to the Circular, is hereby authorized, approved and adopted.
3. The Arrangement Agreement and related transactions, the actions of the directors of the Corporation in approving the Arrangement Agreement, the actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto, are hereby ratified and approved.
4. The Corporation is hereby authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Corporation are hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, (a) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.
6. Any officer or director of the Corporation is hereby authorized for and on behalf of the Corporation to execute and deliver for filing with the Registrar under the BCBCA any and all documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement or the Plan of Arrangement, such determination to be conclusively evidenced by the execution and delivery of such documents.
7. Any officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE B – DELISTING RESOLUTION

BE IT RESOLVED THAT:

1. Southstone Minerals Limited (“**Southstone**”) is hereby authorized to apply for the delisting of its common shares from the TSX Venture Exchange (the “**Exchange**”).
2. Notwithstanding that this resolution has been passed by the holders of common shares of Southstone (the “Southstone Shareholders”) entitled to vote thereon, the board of directors of Southstone are hereby authorized and empowered, without further notice to or approval of the Southstone Shareholders, not to proceed with the delisting of the common shares of Southstone from the Exchange and any related transactions.
3. Any officer or director of Southstone is hereby authorized and directed, for and on behalf of Southstone, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of Southstone or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person’s opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

SCHEDULE C – FAIRNESS OPINION

[See Attached]

EVANS & EVANS, INC.

SUITE 130, 3RD FLOOR, BENTALL II, 555 BURRARD STREET
VANCOUVER, BRITISH COLUMBIA
CANADA V7X 1M8

19TH FLOOR, 700 2ND STREET SW
CALGARY, ALBERTA
CANADA T2P 2W2

357 BAY STREET
TORONTO, ONTARIO
CANADA M5H 4A6

September 21, 2026

SOUTHSTONE MINERALS LIMITED

2751 Graham St.,
Victoria, British Columbia, V8T 3Z1

Attention: Special Committee of the Board of Directors

Dear Sirs and Mesdames:

Subject: Fairness Opinion

1.0 Introduction

- 1.01 Evans & Evans, Inc. (“Evans & Evans” or the “authors of the Opinion”) was engaged by the Special Committee (the “Committee”) of the Board of Directors (the “Board”) of Southstone Minerals Limited (“Southstone” or the “Company”) to prepare a Fairness Opinion (the “Opinion”) with respect to the proposed plan of arrangement with Terry L. Tucker, Executive Chair, Chief Executive Officer, and a significant shareholder of the Company (the “Purchaser” and together with the Company, the “Parties”) (the “Plan of Arrangement”). The Plan of Arrangement is summarized in section 1.03 of this Opinion.

Evans & Evans has been requested by the Committee to prepare the Opinion to provide an independent opinion as to the fairness of the Plan of Arrangement, from a financial point of view, to the shareholders of Southstone, excluding the Purchaser (collectively, the “Disinterested Shareholders”).

Southstone is a reporting issuer whose shares are listed for trading on the TSX Venture Exchange (the “TSXV” or the “Exchange”) under the symbol “SML”. Terry L. Tucker is an individual residing in Zürich, Switzerland, and beneficially owns or controls 4,775,000 common shares of the Company, representing approximately 14.30% of the 33,401,888 common shares (“Southstone Shares”) issued and outstanding.

- 1.02 *Unless otherwise indicated, all monetary amounts are stated in Canadian dollars.*
- 1.03 On July 21, 2026, the Purchaser submitted to the Board a non-binding proposal (the “Proposal”) to acquire all of the common shares of the Company that the Purchaser did not already own, and thereafter to take the Company private. On August 25, 2026, the Committee submitted a response to the Proposal to the Purchaser (the “Counter-Proposal”). On August 31, 2026, the Purchaser submitted a response to the Counter-Proposal to the Committee (the “Counter-Proposal Response”).

SOUTHSTONE MINERALS LIMITED

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Evans & Evans reviewed the Proposal, the Counter-Proposal and the Counter-Proposal Response, as well as a substantially final form of the arrangement agreement (the “Agreement”) and the associated Plan of Arrangement between Southstone and the Purchaser setting out the terms of the Plan of Arrangement. A summary of the key terms of the Plan of Arrangement is provided below and is not meant to be exhaustive. The reader is advised to refer to the information circular (the “Circular”) to be provided to the Disinterested Shareholders for a more detailed description of the Plan of Arrangement.¹

1. The Plan of Arrangement will be completed by way of a court-approved plan of arrangement (the “Arrangement”) under the provisions of Section 288 of the *Business Corporations Act* (British Columbia).
2. The Purchaser will acquire the 85.70% of the issued and outstanding common shares of the Company that he does not own (each, a “Southstone Share”).
3. The consideration under the Plan of Arrangement will be \$0.0375 cash per Southstone Share (the “Consideration”), representing aggregate consideration of approximately \$1,073,508 payable in respect of 28,626,888 Southstone Shares.
4. All indebtedness of the Company and its subsidiaries shall remain with the Company and the subsidiaries, as applicable, and shall be carried on in full following the Effective Time.
5. Certain shareholders, including directors and officers, who collectively beneficially own or exercise control over approximately 20.68% of the Southstone Shares will enter into voting and support agreements, pursuant to which they will agree to vote in favour of the Plan of Arrangement.
6. The Agreement contains customary deal-protection provisions, including a non-solicitation covenant and a right to match any superior proposal as defined and described in the Agreement.
7. The Agreement does not set out any termination fee payable by either of the Parties.
8. Upon completion of the Plan of Arrangement, the Company will be wholly owned by the Purchaser, the shares of the Company will be delisted from the Exchange, and the Company will cease to be a reporting issuer.

The Plan of Arrangement has not been publicly announced as of the date of the Opinion.

- 1.04 The Committee retained Evans & Evans to act as an independent advisor to Southstone and to prepare and deliver the Opinion to the Committee and the Board to provide an

¹ Capitalized terms not defined in section 1.03 of the Opinion are defined in the Agreement.

SOUTHSTONE MINERALS LIMITED

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independent opinion as to the fairness of the Plan of Arrangement and the Consideration, from a financial point of view, to the Disinterested Shareholders as of September 21, 2026.

- 1.05 The Company was incorporated under the *Business Corporations Act* (British Columbia) on April 10, 2007.

The Company has a 43% ownership interest in African Star Minerals (Pty) Limited (“ASM”) and has two wholly owned subsidiaries, namely TGV Resources (Pty) Ltd (“TGV”) and GAH Mining (Pty) Ltd (“GAH”).

The Company, through ASM, holds a 43% interest in the Oena Diamond Mine (“Oena Mine”) which represents the Company’s main business operations.

The Oena Mine is a producing alluvial diamond property located in the Northern Cape Province, Republic of South Africa, and consists of one New Order Mining Lease. The New Order Mining Lease is held by ASM. In 2018, the South African Department of Mineral Resources confirmed renewal of the New Order Mining Lease to March 15, 2027. ASM intends to apply for renewal of the mining right in the ordinary course before expiry. A renewal application is in preparation but has not yet been lodged.

The Oena Mine covers 8,800 hectares and consists of a 4.8 kilometre (“km”) wide strip along a 15 km length of the Orange River in a alluvial diamond mining province. The Oena Mine is located 50 km upstream of Namdeb Diamond Corporation (Pty) Ltd.’s Auchas and Daberas alluvial diamond mines which are on the Namibian or north bank of the Orange River, while Trans Hex’s Reuning and Baken alluvial diamond mines are respectively 15 km and 60 km downstream of the Oena Mine on the South African or southern bank of the Orange River.

The Oena Mine, being an alluvial diamond property, does not have any National Instrument 43-101 *Standards of Disclosure for Mineral Projects* (“NI 43-101”) compliant resources. The majority of revenue is concentrated in rare large stones. Since August 2023, 124 special diamonds (stones over 10.8 carats, representing 4.0% of the 3,098 stones sold) generated US\$12.56 million of the US\$19.63 million of total sales, representing 64% of revenue from 4% of stones. Over the same period, the top 25 stones alone (0.8% of the stones sold) accounted for one-third of the period’s revenue and the top ten for 18%.

The Oena Mine is mined under a contractor model whereby the contractor provides and maintains all plant and equipment at its own cost. The Company has engaged ten external contractors since 2015, which highlights the fragile nature of the contractor model. On January 31, 2025, the Company entered into a three-year Contract Mining and Diamond Recovery Agreement (“Rietput Agreement”) with Rietput Delwery (Pty) Ltd (“Rietput”). Under the Rietput Agreement, gross diamond sales (net of tender costs) are split 80:20 in Rietput’s favour where a tender realizes ZAR 10 million or more, and 85:15 below that threshold. Since the Company holds 43% of ASM, its effective economic interest in net tender proceeds is 8.60% where the 80:20 split applies and 6.45% under the 85:15 split.

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The Company's wholly owned subsidiary TGV operates as a site employer of mine-level staff at the Oena Mine and has no other operations. The Company's wholly owned subsidiary GAH operates as a management services entity for ASM and the Company and is authorized by the South African Reserve Bank for foreign exchange remittances.

Financial Analysis and Capital Structure

Southstone's fiscal year ("FY") ends on August 31. The Company derives revenue primarily by selling rough diamonds.

The table below shows the consolidated historical results of the Company reflecting the performance of ASM, TGV and GAH for FY2021 to FY2025 and for the nine months ended May 31, 2026. The Company's revenue declined from \$2.75 million in FY2021 to \$0.85 million in FY2022 and increased thereafter to \$3.6 million in FY2025. The Company generated negative earnings before interest and tax ("EBIT") and net loss every year from FY2021 to FY2025. The Company's revenue was significantly higher for the nine months ended May 31, 2026, at \$14.1 million, as compared to the historical years, and the Company generated net income of \$0.51 million.

(Canadian Dollars)	9 months	For the financial years ended August 31,				
	31-May-26	2025	2024	2023	2022	2021
Revenue	14,141,939	3,612,628	2,035,732	1,296,497	848,345	2,754,197
<i>Growth</i>		77%	57%	53%	-69%	
EBIT	(1,592,177)	(501,550)	(552,897)	(305,007)	(646,939)	(612,039)
Net income (loss)	509,870	(10,137)	(199,067)	(188,254)	(647,631)	(537,438)

The Company's historical results reflect the impact of whether large high value stones are found in a given period or not. The Company's revenue for the nine months ended May 31, 2026 were significantly higher than the prior due to recovery of unusually large number of large stones. Further, due to the departure of previous contractors and periods of care and maintenance, there have been six periods with no diamond sales at all over the mine's eleven-year history under the Company. The longest sales gap ran from March 2023 to January 2024. Under the current contractor, Rietput, the Company has achieved exceptional results for the nine months ended May 31, 2026 by the standard of the mine's entire recorded history. Rietput's departure would halt production entirely, with no assurance that a replacement of comparable scale could be found, as the Company's attempt to appoint a further contractor in November 2024 failed.

As at May 31, 2026, the Company had negative net working capital of \$1,089,643 with a net debt balance of \$338,921, and an accumulated deficit of \$22,188,947. Historically, the Company has been successful in securing financings to sustain its operations. The Company is likely to require additional financing, together with the continued generation of cash flow from operations at the Oena Mine, in order to further develop its business, meet its ongoing levels of corporate overhead and discharge its liabilities.

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Due to the high uncertainty relating to the future results, the Company does not prepare a financial forecast. Cash flow generated from operations at the Oena Mine is dependent on a number of factors, including the continued operation of the Company's contract miner, the volume and grade of diamond production, the realized proceeds of individual tender sales, and the broader operational and regulatory environment in South Africa, including matters affecting the supply and cost of diesel and other key inputs to mining operations.

As of the date of the Opinion, Southstone had a total of 33,401,888 common shares issued and outstanding.

As of the date of the Opinion, Southstone's 5-day volume weighted average price ("VWAP") was C\$0.0366 as compared to the 30-day VWAP of \$0.0561 as shown in the below table.

VWAP as of		September 18, 2026	
5-Day VWAP	\$0.0366	20-Day VWAP	\$0.0556
10-Day VWAP	\$0.0420	30-Day VWAP	\$0.0561
15-Day VWAP	\$0.0477	60-Day VWAP	n/a

Trading in the Company's shares was halted on the Exchange between January 10, 2024 and July 24, 2026. Trading in the Company's shares resumed on 27 July 2026.

2.0 Engagement of Evans & Evans, Inc.

2.01 Evans & Evans is a Canadian boutique financial advisory firm founded in 1989, with offices in Vancouver, Toronto and Calgary, and international affiliates. The firm provides valuation reports, fairness opinions, M&A advisory, capital formation assistance, business due diligence, business planning, and market and competitive research to clients globally. Its valuation reports and fairness opinions are prepared in accordance with recognized professional standards, including those of the Canadian Institute of Chartered Business Valuators. Evans & Evans has experience across a range of sectors, including natural resources, metals and mining, technology, financial services, healthcare, and consumer industries.

2.02 Evans & Evans was formally engaged by the Committee pursuant to an engagement letter signed August 5, 2026 (the "Engagement Letter"). The Engagement Letter provides the terms upon which Evans & Evans has agreed to provide the Opinion to the Committee and the Board.

The terms of the Engagement Letter provide that Evans & Evans is to be paid a fixed professional fee for its services, including the delivery of the Opinion. In addition, Evans & Evans is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Southstone in certain circumstances.

2.03 Evans & Evans has no past, present or prospective interest in the Company, the Purchaser or any entity that is the subject of this Opinion, and we have no personal interest with

respect to the parties involved. Neither Evans & Evans nor its Principal or Managing Partner holds any interest in the Company.

Neither Evans & Evans nor any of its affiliates is an “associated” or “affiliated” entity or an “issuer insider” (as such terms are defined in Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*) of Southstone, the Purchaser or any of their respective associates or affiliates (collectively, the “Interested Parties”). Evans & Evans has not provided any advisory services to Southstone or to the Purchaser in the past two years.

There are no understandings, agreements or commitments between Evans & Evans and any of the Interested Parties with respect to future business dealings. Evans & Evans or its affiliates may, in the ordinary course of their respective business, provide financial advisory or other services to one or more of the Interested Parties.

- 2.04 Evans & Evans’ fee for the preparation and provision of the Opinion is not dependent on the successful completion of the Plan of Arrangement.

3.0 Scope of Review

- 3.01 In connection with preparing the Opinion, Evans & Evans reviewed and relied upon, or carried out, among other things, the following:
- Interviewed management of Southstone to gain an understanding of the current status of the Company and the plans going forward.
 - Reviewed management’s responses to Evans & Evans’ information requests, including the response packages dated August 6 and August 14, 2026, the follow-up question schedule and management’s subsequent written clarifications provided during August 2026.
 - Reviewed the Company’s website (www.southstoneminerals.com).
 - Reviewed the Company’s press releases for the calendar years 2024 and 2025 and up to the date of the Opinion in 2026.
 - Reviewed the Purchaser’s Proposal dated July 21, 2026, the Committee’s Counter-Proposal dated August 25, 2026, the Purchaser’s Counter-Proposal Response dated August 31, 2026, and related correspondence concerning the proposed going-private transaction.
 - Reviewed the substantially final form of the Agreement between Southstone and the Purchaser and the associated plan of arrangement dated September 17, 2026.

SOUTHSTONE MINERALS LIMITED

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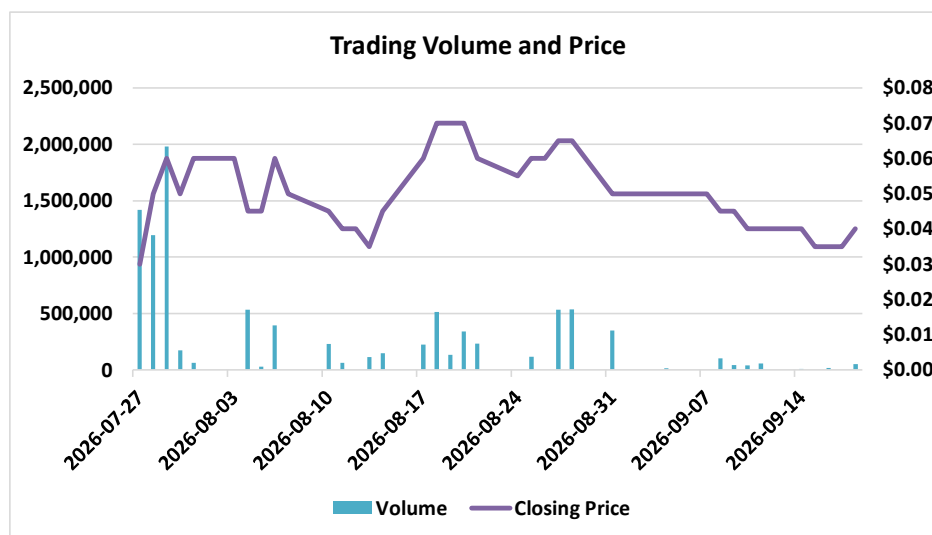
- Reviewed Southstone's audited consolidated financial statements for the years ended August 31, 2021 to 2025 as audited by Mao & Ying LLP of Vancouver, British Columbia.
- Reviewed Southstone's amended and restated unaudited condensed consolidated interim financial statements for the nine months ended May 31, 2026.
- Reviewed Southstone's Management's Discussion and Analysis for the years ended August 31, 2021 to 2025 and for the nine months ended May 31, 2026.
- Reviewed the unconsolidated income statements and balance sheets for Southstone for the fiscal years 2023 to 2025 and for the nine months ended May 31, 2026.
- Reviewed the unconsolidated income statements and balance sheets for African Star Minerals (Pty) Limited, TGV Resources (Pty) Ltd and GAH Mining (Pty) Ltd for the fiscal years ended August 31, 2023 to 2025 and for the 10 months ended June 30, 2026.
- Reviewed information concerning the Company's capitalization, registered shareholders, related-party balances, outstanding indebtedness, accounts payable and other liabilities including the supporting schedules as provided by management.
- Reviewed the Contract Mining and Diamond Recovery Agreement dated January 31, 2025 between ASM and Rietput Delwery BK, together with the amendment dated August 1, 2025, outlining the allocation of diamond sale proceeds between ASM and the contract miner.
- Reviewed the ASM Shareholders' Agreement dated April 22, 2022 and information concerning Southstone's ownership interests, the functions of its subsidiaries and the intercompany relationships within the group.
- Reviewed the intercompany management services agreements effective April 20, 2020, September 1, 2020 and February 18, 2021, together with the related transfer pricing policies and management's explanations of management fees, personnel cost recoveries and intercompany balances.
- Reviewed management's schedules of diamond tender results, including the updated unreported tender sales report dated August 21, 2026 covering tenders CS278, CS279 and CS280.
- Reviewed the mining-right documentation provided in the August 6, 2026 response package, property and section-location information, management's mining-right renewal budget and subsequent explanations concerning rehabilitation obligations, financial security, social and labour commitments, and the proposed work.

SOUTHSTONE MINERALS LIMITED

September 21, 2026

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- Reviewed data on mergers and acquisitions involving diamond properties, as obtained from S&P Capital IQ, company financial statements, news releases and public disclosure.
- Reviewed publicly available information on the diamond mining markets from various sources as referenced in section 4.0 of the Opinion.
- Reviewed the Company's closing trading price and volumes on the Exchange for the period from July 27, 2026, when trading in the Company's shares resumed, to the date of the Opinion. As shown in the chart below, the Company's closing share price has ranged between \$0.0350 and \$0.0700 over the 30 trading days preceding the date of the Opinion. Over the 30 trading days preceding the date of the Opinion, daily trading volumes have ranged between nil and 537,000 shares per day with an average of 169,146.



- Reviewed information on the following companies that operate in the diamond mining industry: Star Diamond Corporation; Petra Diamonds Limited; Arctic Star Exploration Corp.; Botswana Minerals plc; Burgundy Diamond Mines Limited; Diamcor Mining Inc.; Gem Diamonds Limited; Gibb River Diamonds Limited; Karelian Diamond Resources Plc and Lucara Diamond Corp.

Scope Restrictions:

- Evans & Evans did not conduct a site visit of the Company's facilities and mining properties in South Africa.
- Evans & Evans requested financial forecasts for the Company; however, these were not provided as the Company does not prepare financial forecasts owing to the reasons outlined above in section 1.05.

- As Evans & Evans was not requested to conduct due diligence on the Purchaser, Evans & Evans did not conduct any such due diligence.
- Given the nature of operations of the Company and the information provided by the Company, and the Consideration is cash, Evans & Evans is of the view that the above scope restrictions did not have any material impact on the conclusions outlined herein.

4.0 Market Overview

4.01 In determining the fairness of the Plan of Arrangement as of the date of the Opinion, Evans & Evans considered conditions in the natural rough diamond market, including the two principal forms of diamond mining: primary (kimberlite) mining and secondary (alluvial) mining. The purpose of the review was to provide context on pricing, demand and operating conditions in the sector.

4.02 Diamonds are mined from two principal types of deposit. Primary deposits occur in kimberlite pipes, which are vertical bodies of volcanic rock that carried diamonds to the surface from deep within the earth's mantle. Kimberlite mining is typically conducted at large scale through open-pit methods and, as pits deepen, underground methods, with ore crushed and processed through dedicated recovery plants. These operations are capital-intensive and are generally undertaken by major producers. Because kimberlite pipes can be drilled, sampled and modelled, grades and production are relatively predictable and are commonly supported by defined mineral resources and reserves and multi-year mine plans. South Africa's larger diamond operations are predominantly kimberlite mines.

At the mining level, Kimberley Process² statistics indicate that global rough diamond production declined by approximately 3% in value to US\$9.23 billion in 2025, and by approximately 8% in volume to 98.8 million carats³, an average of approximately US\$93 per carat. The leading producing countries, whose output is derived largely from kimberlite mines, have reduced production in response to weak market conditions. Russia remained the largest producer by value, recovering 31.5 million carats valued at US\$2.72 billion in 2025 (approximately US\$86 per carat), compared with 37.3 million carats valued at US\$3.34 billion in 2024, as Alrosa paused production at several deposits. Botswana's production declined from 18.1 million carats in 2024 to 15.5 million carats in 2025 following shutdowns at the Jwaneng and Orapa mines, although the value of its production increased from US\$1.36 billion to US\$1.98 billion as its average price rose from approximately US\$75 to approximately US\$128 per carat.⁴ These results illustrate that

² The Kimberley Process is an international, United Nations-backed certification scheme established in 2003 to stop the trade of conflict diamonds, which are rough stones used by rebel groups to fund wars against legitimate governments.

³ Rapaport, "Russia Largest Rough Producer by Value in 2025 for Third Year", July 1, 2026, reporting 2025 rough diamond production statistics released by the Kimberley Process (available at kimberleyprocessstatistics.org).

⁴ Rapaport, "Russia Largest Rough Producer by Value in 2025 for Third Year", July 1, 2026.

changes in the value of kimberlite production may diverge from changes in volume, reflecting the mix of goods recovered as well as underlying prices.

- 4.03 Secondary, or alluvial, deposits form where diamonds eroded from kimberlites have been transported and concentrated by rivers, wave action or wind, including river gravels, terraces and marine deposits. Alluvial mining generally involves the excavation and screening of gravels using earth-moving equipment and smaller processing plants and is commonly undertaken by smaller producers and contract miners. Because weaker and more flawed stones tend to be broken down during transport, alluvial production often has a higher average value per carat than kimberlite production. However, diamonds are distributed irregularly within the gravel, so the distribution and value of recoverable stones can vary significantly between mining areas, and grades are more difficult to estimate in advance.

The South African Diamond Producers organization has highlighted financing constraints, regulatory uncertainty, pressure on diamond prices and the additional costs associated with origin authentication. Its 2024/2025 Chairman's Report⁵ estimated that smaller producers represented approximately 3% to 5% of South African diamond production by carat weight but approximately 25% to 30% by value. This industry-association estimate illustrates the importance of higher-value stones to smaller producers.

More recent industry commentary is consistent with this assessment. An independent South African alluvial producer has observed that the country's small-scale and junior sector is concentrated on alluvial deposits adjacent to major river drainages in the North West, Northern Cape and Limpopo provinces and along the West Coast, and estimated that alluvial production accounts for approximately 4% to 5% of South African diamond output by carat weight but approximately 25% of its annual value.⁶ The same commentary noted that alluvial mining grades are extremely low and yields unpredictable. The number of active small and junior diamond producers has fallen from approximately 2,000 before the Mineral and Petroleum Resources Development Act came into force in 2004 to approximately 20. Alluvial production, with its larger average stone size and higher proportion of gem-quality diamonds, may be better placed than smaller, lower-quality goods in the face of competition from laboratory-grown diamonds. Outside South Africa, the Lulo alluvial concession in Angola illustrates the values that exceptional alluvial deposits can achieve. As of early 2024, approximately 200,000 carats recovered at Lulo had been sold for approximately US\$426 million, an average of approximately US\$2,122 per carat⁷, compared with an average of approximately US\$93 per carat for global rough diamond production in 2025 implied by the Kimberley Process figures noted above. These

⁵ South African Diamond Producers Organisation, "2024/2025 Chairman's Report".

⁶ Mining Weekly, "South Africa's small-scale, junior diamond sector faced with many headwinds", August 31, 2026, reporting comments by Lyndon de Meillon of Paleostone Mining.

⁷ Mining Review, "Updated Lulo alluvial resource increases carats by 48%", 2024, reporting an announcement by Lucapa Diamond Company Limited.

figures reflect exceptional deposits and should not be taken as representative of alluvial operations generally.

- 4.04 The diamond industry comprises mining and recovery, the trading of rough stones, cutting and polishing, and the manufacture and retail sale of diamond jewellery. Demand for rough diamonds is therefore linked to downstream jewellery demand, inventory levels and the purchasing capacity of cutting and polishing businesses. However, diamonds are heterogeneous products and realized prices vary substantially with individual stone characteristics, including size, colour, clarity and expected polished yield. Changes in a producer's average selling price may consequently reflect changes in its production mix as well as underlying market prices. Broad diamond-market growth estimates and retail jewellery market values therefore provide only limited guidance on the revenue of an individual mining operation.

Estimates of the size of the broader diamond market vary considerably depending on the measure used. Market research estimates, which generally encompass rough and polished stones, natural and laboratory-grown diamonds and, in some cases, industrial applications, are substantially higher than the value of mine production discussed above. Fortune Business Insights estimated the global diamond market at US\$102.06 billion in 2025, projected to increase to US\$106.76 billion in 2026 and US\$153.1 billion by 2034⁸, while Grand View Research valued the market at US\$42.7 billion in 2025, projected to increase to US\$53.2 billion by 2033, growing at a CAGR of 2.7%.⁹ The divergence among these estimates reflects differences in scope and methodology, and such figures are not directly comparable to the revenue of an individual producer.

Rough diamond trading conditions remained challenging in the first half of 2026. De Beers Group ("De Beers"), a British multinational diamond company that specializes in the mining, trading and marketing of diamonds, reported broadly stable global retail sales of finished diamond jewellery¹⁰, with resilient demand in India, improving sales among US independent jewellers and continued weakness in mainland China. Its average realized rough diamond price declined from US\$155 per carat in the first half of 2025 to US\$105 per carat in the corresponding 2026 period. The decline reflected both a lower-value sales mix and a 16% reduction in its average rough diamond price index. The index's treatment of stock-rebalancing activity also requires care when comparing successive reporting periods.

Market performance has differed by product category. De Beers reported resilience in larger, higher-quality natural diamonds, while smaller and lower-quality goods remained exposed to competition from laboratory-grown diamonds. Its outlook contemplated continuing near-term challenges, with declining global production and inventory normalization potentially supporting a more balanced market over time. These trends

⁸ Fortune Business Insights, "Diamond Market Size, Share, Trends, Report, 2034".

⁹ Grand View Research, "Diamond Market Size, Share and Trends Report, 2026–2033".

¹⁰ De Beers Group, "Interim financial results for 2026", July 30, 2026.

suggest that price performance may differ materially between producers depending on the size and quality profile of their production.

- 4.05 The two forms of mining therefore present different risk profiles. Kimberlite operations offer greater scale and production visibility but require substantial capital and typically produce a broad range of stone sizes and qualities, including the smaller and lower-quality goods most exposed to laboratory-grown competition. Alluvial operations benefit from the relative resilience of larger, higher-quality stones but are more exposed to variability in recoveries, as a relatively small number of large stones can materially influence revenue and average realized prices. Accordingly, general industry outlooks should be applied with caution to any individual operation.

5.0 Prior Valuations

- 5.01 The Company has stated to Evans & Evans that there have been no formal valuations or appraisals relating to the Company or any affiliate or any of its material assets or liabilities made in the preceding 24 months which are in the possession or control of the Company.

6.0 Conditions and Restrictions

- 6.01 The Opinion may not be issued to anyone, nor relied upon by any party beyond the Committee, Board, the Exchange and the court approving the Plan of Arrangement. The Opinion may be referenced and/or included in the Circular and may be submitted to the Disinterested Shareholders.
- 6.02 The Opinion may not be issued to any international stock exchange and/or regulatory authority beyond the Exchange.
- 6.03 The Opinion may not be issued and/or used to support any type of value with any other third parties, legal authorities, nor stock exchanges, or other regulatory authorities, nor any Canadian or international tax authority. Nor can it be used or relied upon by any of these parties or relied upon in any legal proceeding and/or court matter (other than relating to the approval of the Plan of Arrangement).
- 6.04 Any use beyond that defined above is done without the consent of Evans & Evans and readers are advised of such restricted use as set out above.
- 6.05 The Opinion should not be construed as a formal valuation or appraisal of Southstone or any of its securities or assets. Evans & Evans has, however, conducted such analyses as considered necessary in the circumstances.
- 6.06 In preparing the Opinion, Evans & Evans has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by the Company, either directly or through access to the Company's data room. Evans & Evans has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the

lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Opinion has also been used.

The Opinion is based on: (i) our interpretation of the information which the Company, as well as its representatives and advisers, have supplied to date; (ii) our understanding of the terms of the Plan of Arrangement; and (iii) the assumption that the Plan of Arrangement will be consummated in accordance with the expected terms.

- 6.07 The Opinion is necessarily based on economic, market and other conditions as of the date hereof, and the written and oral information made available to us until the date of the Opinion. It is understood that subsequent developments may affect the conclusions of the Opinion, and that, in addition, Evans & Evans has no obligation to update, revise or reaffirm the Opinion.
- 6.08 Evans & Evans denies any responsibility, financial, legal or other, for any use and/or improper use of the Opinion however occasioned.
- 6.09 Evans & Evans is expressing no opinion as to the price at which any securities of Southstone will trade on any stock exchange at any time.
- 6.10 Evans & Evans was not requested to, and did not, solicit indications of interest or proposals from third parties regarding a possible acquisition of or merger with Southstone. Our opinion also does not address the relative merits of the Plan of Arrangement as compared to any alternative business strategies or transactions that might exist for Southstone, the underlying business decision of Southstone to proceed with the Plan of Arrangement, or the effects of any other transaction in which Southstone will or might engage.
- 6.11 Evans & Evans was not requested to, and did not, conduct any due diligence on the Purchaser and its ability to fund the Consideration amount.
- 6.12 Evans & Evans expresses no opinion or recommendation as to how any Disinterested Shareholders should vote or act in connection with the Plan of Arrangement, any related matter or any other transactions. We are not experts in, nor do we express any opinion, counsel or interpretation with respect to legal, regulatory, accounting or tax matters. We have assumed that such opinions, counsel or interpretation have been or will be obtained by Southstone from the appropriate professional sources. Furthermore, we have relied, with Southstone's consent, on the assessments by Southstone and its advisors, as to all legal, regulatory, accounting and tax matters with respect to Southstone and the Plan of Arrangement, and accordingly we are not expressing any opinion as to the value of Southstone's tax attributes or the effect of the Plan of Arrangement thereon.
- 6.13 Evans & Evans is expressing no opinion as to whether any alternative transaction might have been more beneficial to the Disinterested Shareholders.

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- 6.14 Evans & Evans reserves the right to review all information and calculations included or referred to in the Opinion and, if it considers it necessary, to revise all or part of the Opinion and its conclusion in light of any information which becomes known to Evans & Evans during or after the date of this Opinion.
- 6.15 In preparing the Opinion, Evans & Evans has relied upon a letter from management of the Company confirming to Evans & Evans in writing that the information and management's representations made to Evans & Evans in preparing the Opinion are accurate, correct and complete, and that there are no material omissions of information that would affect the conclusions contained in the Opinion.
- 6.16 Evans & Evans has based its Opinion upon a variety of factors. Accordingly, Evans & Evans believes that its analyses must be considered as a whole. Selecting portions of its analyses or the factors considered by Evans & Evans, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. Evans & Evans' conclusions as to the fairness, from a financial point of view, to the Disinterested Shareholders of the Plan of Arrangement were based on its review of the Plan of Arrangement taken as a whole, in the context of all of the matters described under "Scope of Review", rather than on any particular element of the Plan of Arrangement or the Plan of Arrangement outside the context of the matters described under "Scope of Review". The Opinion should be read in its entirety.
- 6.17 Evans & Evans and all of its Principal's, Partner's, staff or associates' total liability for any errors, omissions or negligent acts, whether they are in contract or in tort or in breach of fiduciary duty or otherwise, arising from any professional services performed or not performed by Evans & Evans, its Principal, Partner, any of its directors, officers, shareholders or employees, shall be limited to the fees charged and paid for the Opinion. No claim shall be brought against any of the above parties, in contract or in tort, more than two years after the date of the Opinion.

7.0 Assumptions

- 7.01 In preparing the Opinion, Evans & Evans has made certain assumptions as outlined below.
- 7.02 With the approval of Southstone and as provided for in the Engagement Letter, Evans & Evans has relied upon, and has assumed the completeness, accuracy and fair presentation of, all financial information, business plans, forecasts and other information, data, advice, opinions and representations obtained by it from public sources or provided by Southstone or its affiliates or any of its respective officers, directors, consultants, advisors or representatives or any information made available through access to the Company's data room (collectively, the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation of the Information. In accordance with the terms of the Engagement Letter, but subject to the exercise of its professional judgment,

and except as expressly described herein, Evans & Evans has not attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

- 7.03 Senior officers of the Company represented to Evans & Evans that, among other things: (i) the Information (other than estimates or budgets) provided orally by an officer or employee of Southstone or in writing by Southstone (including, in each case, affiliates and directors, officers, consultants, advisors and representatives) to Evans & Evans relating to the Company, its affiliates or the Plan of Arrangement, for the purposes of the Engagement Letter, including in particular preparing the Opinion was, at the date the Information was provided to Evans & Evans, fairly and reasonably presented and complete, true and correct in all material respects, and did not, and does not, contain any untrue statement of a material fact in respect of the Company, its affiliates or the Plan of Arrangement and did not and does not omit to state a material fact in respect of the Company, its affiliates or the Plan of Arrangement that is necessary to make the Information not misleading in light of the circumstances under which the Information was made or provided; (ii) with respect to portions of the Information that constitute financial estimates or budgets, they have been fairly and reasonably presented and reasonably prepared on bases reflecting the best currently available estimates and judgments of management of the Company or its associates and affiliates as to the matters covered thereby and such financial estimates and budgets reasonably represent the views of management of the Company; and (iii) since the dates on which the Information was provided to Evans & Evans, except as disclosed in writing to Evans & Evans, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its affiliates and no material change has occurred in the Information or any part thereof which would have, or which would reasonably be expected to have, a material effect on the Opinion.
- 7.04 In preparing the Opinion, Evans & Evans has made several assumptions, including that all final or executed versions of documents will conform in all material respects to the drafts provided to us, all of the conditions required to implement the Plan of Arrangement will be met, all consents, permissions, exemptions or orders of relevant third parties or regulating authorities will be obtained without adverse condition or qualification, the procedures being followed to implement the Plan of Arrangement are valid and effective and that the disclosure provided or (if applicable) incorporated by reference in the Circular will be accurate in all material respects and will comply with the requirements of applicable law. Evans & Evans also made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of Evans & Evans and any party involved in the Plan of Arrangement. Although Evans & Evans believes that the assumptions used in preparing the Opinion are appropriate in the circumstances, some or all of these assumptions may nevertheless prove to be incorrect.
- 7.05 The Company and all of its related parties and principals had no contingent liabilities, unusual contractual arrangements, or substantial commitments, other than in the ordinary course of business, nor litigation pending or threatened, nor judgments rendered against,

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other than those disclosed by management and included in the Opinion that would affect the evaluation or comment.

- 7.06 As of May 31, 2026 and June 30, 2026, respectively, all assets and liabilities of the Company and its subsidiaries have been recorded in their accounts and financial statements according to International Financial Reporting Standards.
- 7.07 There were no material changes in the financial position of the Company and its subsidiaries between the date of their most recent financial statements and the date of the Opinion, unless noted in the Opinion. Evans & Evans specifically draws reference to cash and debt balances of Southstone as outlined in section 1.0 of this Opinion.
- 7.08 Representations made by the Company in the Agreement as to the number of securities outstanding are accurate.
- 7.09 All calculations contained herein are on a pre-tax basis to Disinterested Shareholders.
- 7.10 The Consideration will be paid in cash in the timelines outlined in the Agreement. Evans & Evans was not requested by the Committee to investigate the Purchaser's ability to fund the Consideration amount.

8.0 Purchase Price

- 8.01 The purchase price of the equity of the Company, based on the Consideration of \$0.0375 per Southstone Share and the total number of 33,401,888 shares outstanding, is approximately \$1.25 million. Based on the Company's consolidated cash balance of \$798,674 and debt balance of \$1.14 million as of May 31, 2026, the enterprise value¹¹ ("EV") implied by the Plan of Arrangement is approximately \$1.60 million.

9.0 Analysis of Southstone

- 9.01 In assessing the fairness of the Plan of Arrangement, Evans & Evans considered the following analyses and factors, among others, with respect to Southstone: (1) trading price analysis (the "Trading Price Method"); (2) adjusted net book value method; (3) guideline public company analysis; (4) historical financings; (5) qualitative factors analysis; (6) merger & acquisition transactions analysis; and (7) other considerations.
- 9.02 Evans & Evans reviewed Southstone's trading prices over the 5, 10, 20, and 30 trading days preceding the date of the Opinion. Trading in the Company's common shares was halted on the Exchange between January 10, 2024 and July 24, 2026, and trading resumed on July 27, 2026.

As can be seen from the following table, the Company's average closing share price on the TSXV has been in the range of \$0.0370 to \$0.0498.

¹¹ Enterprise Value = Equity Value – cash + debt

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Trading Price - Closing Price		September 18, 2026		
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>	
5-Days Preceding	\$0.0350	\$0.0370	\$0.0400	
10-Days Preceding	\$0.0350	\$0.0405	\$0.0500	
20-Days Preceding	\$0.0350	\$0.0480	\$0.0650	
30-Days Preceding	\$0.0350	\$0.0498	\$0.0700	
60-Days Preceding	n/a	n/a	n/a	

In undertaking the share price analysis, the authors of the Opinion deemed it necessary to examine the trading history of Southstone to determine the actual ability of the Disinterested Shareholders to realize the implied value of their shares (i.e., sell) and to determine if the Plan of Arrangement would offer increased liquidity to the holders of Southstone Shares.

In reviewing the trading volumes of the Company's shares at the date of the Opinion, as outlined below, the average trading volumes were less than 170,000 Southstone Shares per day. Overall, in the 30 trading days preceding the date of the Opinion, approximately 3,890,350 Southstone Shares traded, representing less than 12% of the Company's issued and outstanding shares. The limited liquidity in the Southstone Shares implies that the ability of a large number of Disinterested Shareholders to convert their Southstone Shares into cash is limited.

Trading Volume		September 18, 2026			
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>	<u>Total</u>	<u>%</u>
5-Days Preceding	2,000	19,700	50,500	78,800	0.2%
10-Days Preceding	2,000	40,593	104,100	324,740	1.0%
20-Days Preceding	1,000	134,355	537,000	1,880,970	5.6%
30-Days Preceding	1,000	169,146	537,000	3,890,350	11.6%
60-Days Preceding	n/a	n/a	n/a	n/a	n/a

Given the limited trading volumes, Evans & Evans also considered the volume weighted average price ("VWAP") of Southstone. Over the 5 to 30 trading days preceding the date of the Opinion, Southstone's VWAP ranged from \$0.0366 to \$0.0561.

VWAP as of		September 18, 2026	
5-Day VWAP	\$0.0366	20-Day VWAP	\$0.0556
10-Day VWAP	\$0.0420	30-Day VWAP	\$0.0561
15-Day VWAP	\$0.0477	60-Day VWAP	n/a

The Consideration of \$0.0375 per Southstone Share is higher than the 5-day VWAP as of the date of the Opinion. As can be seen from the following table, the Consideration represents a discount of 33.13% to a premium of 2.43% relative to Southstone's VWAP over the 5 to 30 trading days preceding the date of the Opinion. Evans & Evans notes that the Company's VWAP has been trending downwards since trading in the Company's shares resumed on the Exchange on July 27, 2026 as indicated by the 5-day VWAP of \$0.0366 as compared to the 30-day VWAP of \$0.0561.

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VWAP as of Date of the Opinion	Southstone	Consideration	Premium (discount) to VWAP
5-Day VWAP	\$0.0366	\$0.0375	2.43%
10-Day VWAP	\$0.0420	\$0.0375	-10.64%
15-Day VWAP	\$0.0477	\$0.0375	-21.46%
20-Day VWAP	\$0.0556	\$0.0375	-32.60%
30-Day VWAP	\$0.0561	\$0.0375	-33.13%

- 9.03 Evans & Evans assessed the reasonableness of the Consideration to the value of the Company as indicated by the adjusted net book value method (the “Adjusted Net Book Value Method”). The Adjusted Net Book Value Method involves adjusting the book values of all of a company’s assets and liabilities to fair market value, with the difference representing the indicated equity value of the company.

The starting point was the unconsolidated balance sheet of the Company as of May 31, 2026. Evans & Evans removed the inter-company items and adjusted the book values of all of the Company’s assets, including its investments in TGV, GAH and ASM, and its liabilities to their respective fair market values.

Given the nature of operations of the Company’s wholly owned subsidiaries, TGV and GAH, Evans & Evans utilized the Adjusted Net Book Value Method in calculating the indicated value of the Company’s investments in TGV and GAH. These entities exist to facility the operations of the Oena Mine and have no goodwill associated with their operations.

Evans & Evans utilized the discounted cash flow method (“DCF Method”) under the income approach to calculate the indicated value of equity of ASM. The DCF Method involves forecasting the future cash flows/earnings of a business/asset and discounting these to a present date using a discount rate reflecting the risk inherent in the forecast cash flows to calculate the indicated value of the business/asset.

As noted in section 1.05 above, owing to the high uncertainty with respect to the operations of ASM/Oena Mine, neither the Company nor its contract miners prepare financial forecasts for the Oena Mine. Evans & Evans reviewed the historical results achieved by ASM over the financial years from 2021 to 2026. Based on the average annual carats recovered and the average annual price realized and factoring in a year-over-year price escalation factor of 2.0%, and the operating margins realized by ASM in historical years, Evans & Evans prepared a financial forecast for ASM for 21 years from FY2027 to FY2047.

A discount rate range, being a weighted average cost of capital (“WACC”) of 19.0% to 21.0%, was then utilized to discount the forecast cash flows to calculate the indicated enterprise value of ASM. Cash, certain redundant assets and the present value of working capital and salvage value of fixed assets were added and costs for the renewal of the mining lease and shortfall of rehabilitation provisions were deducted from the indicated enterprise

value to calculate the indicated equity value of ASM. Thereafter, the indicated value of the Company's 43% equity interest in ASM was calculated.

Upon calculating the indicated value of the Company's investments in TGV, GAH and ASM, Evans & Evans adjusted the book values accordingly to calculate the indicated value of the Company under the Adjusted Net Book Value Method. The indicated equity value of the Company was nil, as the Company's liabilities exceeded its assets. The Consideration is at a premium to the calculated indicate value of the Company under the Adjusted Net Book Value Method.

- 9.04 The Company has not completed any equity financings in the 24 months preceding the date of the Opinion and as such Evans & Evans could not conduct an analysis of the Consideration relative to recent investments in Southstone.
- 9.05 Evans & Evans did review a group of guideline public companies ("GPCs") that operate or have investments in diamond mines. However, owing to the nature of operations of the Company, there were not sufficient number companies that were comparable to Southstone, therefore, this analysis could not be performed.
- 9.06 Evans & Evans also considered the merger & acquisition transaction analysis ("Mergers & Acquisitions Method") in assessing the value of Southstone. However, there were few comparable transactions in recent periods with sufficient data that could be relied upon for the purposes of this exercise.
- 9.06 In assessing the fairness of the Consideration and the Plan of Arrangement, Evans & Evans considered a weighting of the above valuation approaches. In undertaking this analysis, given its reliance on more subjective inputs and assumptions, less weighting was placed on the Adjusted Net Book Value Method than on the Trading Price Method. In considering the Trading Price Method, given the current financial position and financial results of Southstone and the limited trading volumes, the trading price was not grossed up for a control premium.
- 9.05 In assessing the fairness of the Consideration and the Plan of Arrangement, Evans & Evans considered the following factors with respect to Southstone.
1. As outlined in section 1.05, Southstone has historically generated losses and has relied on external financing to fund its operations.
 2. As of May 31, 2026, the Company had negative net working capital of \$1,089,643, an accumulated deficit of over \$22.2 million and shareholders' equity of negative \$903,953.
 3. While the Company generated net income of \$509,870 for the nine months ended May 31, 2026, there is no assurance that operating cash flow at the Oena Mine will continue at calendar 2026 levels.

4. Southstone is likely to require additional financing, together with the continued generation of cash flow from operations at the Oena Mine, in order to further develop its business, meet its ongoing levels of corporate overhead and discharge its liabilities as they come due.
5. While the Company has been successful in securing financings in the past, there is no assurance that further financing or extensions of existing borrowings will be available on terms acceptable to the Company or at all.
6. The Company's New Order Mining Lease is valid until March 15, 2027; a renewal application is in preparation but has not been lodged as of the date of the Opinion. Management advised Evans & Evans that the preparation of the renewal application is expected to cost approximately \$680,000.
7. As noted in section 1.05, under the contract mining structure the Company's effective economic interest in net tender proceeds from the Oena Mine is 6.45% (tenders below ZAR 10 million) or 8.60% (tenders of ZAR 10 million or more).

10.0 Fairness Conclusions

- 10.01 In considering the fairness of the Plan of Arrangement, from a financial point of view, Evans & Evans considered the Plan of Arrangement from the perspective of the Disinterested Shareholders as a group and did not consider the specific circumstances of any particular shareholder, including with regard to income tax considerations.
- 10.02 Based upon and subject to the foregoing and such other matters as we consider relevant, it is our opinion, as of the date hereof and the date of the Opinion, that the Plan of Arrangement and the Consideration are fair, from a financial point of view, to the Disinterested Shareholders.
- 10.03 In arriving at the conclusion as to fairness, from a financial point of view, Evans & Evans considered the following quantitative and qualitative issues which shareholders might consider when reviewing the Plan of Arrangement. Evans & Evans has not attempted to quantify the qualitative issues.
 - a. As outlined in section 9.0, the Consideration is a premium to the 5-day VWAP of Southstone at the date of the Opinion. As noted above, the Company's VWAP had been trending downwards since trading resumed on July 27, 2026.
 - b. As outlined above, liquidity in the Southstone Shares is limited. Disinterested Shareholders will exchange their illiquid shares for cash, providing short-term certainty. Evans & Evans notes that the Company's closing share price has declined significantly over the 22 trading days preceding the date of the Opinion from \$0.0700 as of August 20, 2026 to \$0.0400 as of September 18, 2026. Further, prior to July 27, 2026 trading in the Southstone Shares had been halted for a period of two and half years, which further reduces liquidity.

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Considering the limited liquidity of the Company's shares on the Exchange as indicated by low average daily volume as outlined above and a general downward trend in the Company's share price since resuming trading on July 27, 2026, it is the view of Evans & Evans that the ability of Disinterested Shareholders to secure greater than the Consideration in the market is very limited.

- c. As can be seen in the table below, in the 30 trading days preceding the date of the Opinion, the closing price on 26 days exceeded the Consideration and only 3,756,350 or 11.25% of the total shares outstanding traded above the Consideration.

Consideration \$0.0375	# of Days Closing Price Exceeded Consideration	Share Traded at or Higher than Consideration	% of Shares Outstanding
5-Days Preceding	2	59,800	0.18%
10-Days Preceding	7	305,740	0.92%
20-Days Preceding	17	1,861,970	5.57%
30-Days Preceding	26	3,756,350	11.25%
60-Days Preceding	n/a	n/a	n/a

- d. The Consideration is a premium to the indicated value of the Company as assessed by Evans & Evans.

11.0 Qualifications & Certification

- 11.01 The Opinion preparation was carried out by Jennifer Lucas and certain qualified staff of Evans & Evans and thereafter reviewed by Michael Evans.

Mr. Michael A. Evans, MBA, CFA, CBV, ASA, Principal, founded Evans & Evans, Inc. in 1989. For over 35 years, he has been extensively involved in the financial services and management consulting fields in Vancouver, where he was a Vice-President of two firms, The Genesis Group (1986-1989) and Western Venture Development Corporation (1989-1990). Over this period, he has been involved in the preparation of several thousand technical and assessment reports, business plans, business valuations, and feasibility studies for submission to various Canadian stock exchanges and securities commissions as well as for private purposes.

Mr. Michael A. Evans holds: a Bachelor of Business Administration degree from Simon Fraser University, British Columbia (1981); a Master's degree in Business Administration from the University of Portland, Oregon (1983) where he graduated with honours; the professional designations of Chartered Financial Analyst (CFA), Chartered Business Valuator (CBV) and Accredited Senior Appraiser. Mr. Evans is a member of the CFA Institute, the CBV Institute and the American Society of Appraisers ("ASA").

Ms. Jennifer Lucas, MBA, CBV, ASA, Partner, joined Evans & Evans in 1997. Ms. Lucas possesses several years of relevant experience as an analyst in the public and private sector in British Columbia and Saskatchewan. Her background includes working for the Office of the Superintendent of Financial Institutions of British Columbia as a Financial Analyst. Ms. Lucas has also gained experience in the Personal Security and Telecommunications

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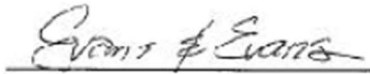
industries. Since joining Evans & Evans, Ms. Lucas has been involved in writing and reviewing several valuation and due diligence reports for public and private transactions.

Ms. Lucas holds: a Bachelor of Commerce degree from the University of Saskatchewan (1993) and a Master of Business Administration degree from the University of British Columbia (1995). Ms. Lucas holds the professional designations of Chartered Business Valuator and Accredited Senior Appraiser. She is a member of the CBV Institute and the ASA.

11.02 The analyses, opinions, calculations and conclusions were developed, and the Opinion has been prepared, in accordance with the standards set forth by the CBV Institute.

11.03 The authors of the Opinion have no past, present or prospective interest in the Company or any entity that is the subject of this Opinion, and we have no personal interest with respect to the parties involved.

Yours very truly,

A handwritten signature in cursive script that reads "Evans & Evans". The signature is written in dark ink and is positioned above a horizontal line.

EVANS & EVANS, INC.

SCHEDULE D – PLAN OF ARRANGEMENT

[See Attached]

Plan of Arrangement

PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“Arrangement” means an arrangement under Section 288 of the BCBCA in accordance with the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of the Corporation and the Purchaser, each acting reasonably.

“Arrangement Agreement” means the arrangement agreement dated as of September 21, 2026 between the Purchaser and the Corporation, as same may be amended, modified or supplemented from time to time in accordance therewith, prior to the Effective Time, providing for, among other things, the Arrangement.

“Arrangement Resolution” means the special resolution of the Shareholders approving this Plan of Arrangement to be considered at the Meeting, substantially in the form of Schedule B attached to the Arrangement Agreement.

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Victoria, British Columbia.

“Consideration” means \$0.0375 in cash per Share.

“Corporation” means Southstone Minerals Limited, a corporation incorporated under the Laws of the Province of British Columbia.

“Court” means the Supreme Court of British Columbia, or other court as applicable.

“Depositary” means such Person that the Corporation and the Purchaser agree to engage as depositary for the Arrangement.

“Dissent Rights” has the meaning specified in Section 3.1.

“Dissenting Holders” means Dissenting Shareholders.

“Dissenting Shareholder” means a registered holder of Shares who has properly exercised its Dissent Rights in accordance with Section 3.1 and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Right and who is ultimately determined to be entitled to be paid the fair value of its Shares.

“Effective Date” means the date upon which the Arrangement becomes effective.

“Effective Time” means 12:01 a.m. (Victoria time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

“Final Order” means the final order of the Court approving the Arrangement pursuant to section 291 of the BCBCA, in form and substance acceptable to the Corporation and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the written consent of both the Corporation and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment, modification, supplement or variation is acceptable to both the Corporation and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied.

“Governmental Entity” means (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign; (b) any subdivision, agent or authority of any of the foregoing; (c) any quasi-governmental or private body including any tribunal, commission, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any Securities Authority or stock exchange, including the TSX Venture Exchange.

“Interim Order” means the interim order of the Court in a form acceptable to the Corporation and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court with the prior written consent of the Corporation and the Purchaser, each acting reasonably.

“Law” means all federal, national, multinational, provincial, state, municipal, regional and local laws (statutory, common or otherwise), constitutions, treaties, conventions, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Entity or self-regulatory authority (including the TSX Venture Exchange), and the term “applicable” with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are binding upon or applicable to such Person or its assets.

“Letter of Transmittal” means the letter of transmittal to be sent by the Corporation to Shareholders in connection with the Arrangement.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment (including any encroachment from any subject property onto any neighbouring property), option, right of first refusal or first offer, occupancy right, restrictive covenant, assignment, lien (statutory or otherwise), defect of title or encumbrance of any kind.

“Meeting” means the special meeting of Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by the Purchaser in accordance with the Arrangement Agreement.

“Parties” means the Corporation and the Purchaser.

“Person” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means this plan of arrangement proposed under Section 288 of the BCBCA, and any amendments or variations made in accordance with Section 8.1 of the Arrangement Agreement or Section 5.1 of this plan of arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of the Corporation and the Purchaser, each acting reasonably.

“Purchaser” means Terry L. Tucker, an individual residing in Zürich, Switzerland.

“Securities” means the Shares.

“Securities Authority” means the BCSC and any other applicable securities commission or securities regulatory authority of a province or territory of Canada.

“Shareholders” means the registered or beneficial holders of the Shares, as the context requires.

“Shares” means the common shares in the capital of the Corporation.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

“Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof, together with any tax indemnity obligation, interest, penalties, or

additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not and “**Tax**” means any such Taxes.

1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases, etc.** Wherever the word “including,” “includes” or “include” is used in this Plan of Arrangement, it shall be deemed to be followed by the words “without limitation.” the word “or” shall be disjunctive but not exclusive. The phrase “the aggregate of,” “the total of,” “the sum of” or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity.
- (e) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (f) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (g) **Time References.** References to time are to local time, Victoria, British Columbia.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement will become effective at, and be binding at and after, the times referred to in Section 2.3 on: (a) the Corporation, (b) the Purchaser, (c) all Shareholders (including Dissenting Holders), (d) the Depositary, and (e) all other Persons, in each case without any further act or formality required on the part of any Person.

2.3 Arrangement

Commencing at the Effective Time each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

- (a) each of the Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality, by or on behalf of the Dissenting Holders, to the Purchaser in consideration for a claim against the Corporation for the amount determined under Article 3, and:
 - (i) such Dissenting Holders shall cease to be the holders of such Shares and to have any rights as holders of such Shares other than the right to be paid fair value by the Corporation for such Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Shares from the registers of Shares maintained by or on behalf of the Corporation; and
 - (iii) the Purchaser shall be deemed to be the transferee of such Shares (free and clear of all Liens), and shall be entered in the register of Shares maintained by or on behalf of the Corporation;
- (b) each Share outstanding immediately prior to the Effective Time, other than Shares held by a Dissenting Holder in respect of which Dissent Rights have been validly exercised and Shares held by the Purchaser shall, without any further action by or on behalf of a Shareholder, be purchased by the Purchaser in exchange for the Consideration, and:
 - (i) the holders of such Shares shall cease to be the holders of such Shares and to have any rights as holders of such Shares other than the right to be paid the Consideration by the Purchaser in accordance with this Plan of Arrangement; and
 - (ii) such holders' names shall be removed from the register maintained by or on behalf of the Corporation.

ARTICLE 3

RIGHTS OF DISSENT

3.1 Rights of Dissent

Each registered holder of Shares may exercise dissent rights with respect to any Shares held by such holder (the **Dissent Rights**) in connection with the Arrangement pursuant to Section 238 of the BCBCA and in the manner set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order and this Section 3.1, provided that the written objection to the Arrangement Resolution contemplated by Section 242 of the BCBCA must be sent to and received by the Corporation not later than 5:00 p.m. (Victoria time) on the Business Day that is two Business Days before the Meeting (as it may be adjourned or postponed from time to time). Each Dissenting Holder that duly exercises such holder's Dissent Rights shall be deemed to have transferred the Shares held by such holder and, in respect of which Dissent Rights have been validly exercised, to the Purchaser, free and clear of all Liens (other than the right to be paid fair value for such Shares as set out in this Section 3.1), as provided in Section 2.3(a) and if they:

- (a) are ultimately determined to be entitled to be paid fair value from the Corporation for the Shares in respect of which they have exercised Dissent Rights, notwithstanding anything to the contrary contained in Section 245 of the BCBCA, will be deemed to have irrevocably transferred such Shares to the Purchaser in consideration of such fair value; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for the Shares in respect of which they have exercised Dissent Rights, will be deemed to have participated in the Arrangement on the same basis as a Shareholder who has not exercised Dissent Rights, as at and from the time specified in Section 2.3(a), and be entitled to receive only the Consideration contemplated under this Plan of Arrangement applicable to Shares set out in Section 2.3.

3.2 Recognition of Dissenting Holders

- (a) In no circumstances shall the Purchaser, the Corporation or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Purchaser, the Corporation or any other Person be required to recognize Dissenting Holders as holders of Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(a), and the names of such Dissenting Holders shall be removed from the applicable registers of holders of Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(a) occurs.
- (c) In addition to any other restrictions set forth in the BCBCA, the holders of Shares who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights.

ARTICLE 4

CERTIFICATES AND PAYMENTS

4.1 Payment and Delivery of Consideration

- (a) On or prior to the Effective Date, the Purchaser shall deposit, or arrange to be deposited, for the benefit of the Shareholders, cash with the Depositary in the aggregate amount equal to the payments in respect of Shares required by Section 2.3(b) of this Plan of Arrangement.
- (b) Following the deposit with the Depositary of the amounts specified in Section 4.1(a), the Purchaser will be fully and completely discharged from its obligation to pay the Consideration to the Shareholders (other than in respect of the right of Dissenting Holders to be paid fair value for the Shares in respect of which Dissent Rights have been validly exercised), and the rights of such holders will be limited to receiving, from the Depositary, the Consideration to which they are entitled in accordance with this Plan of Arrangement.
- (c) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Shares that were transferred pursuant to Section 2.3(a), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Shareholder(s) represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under this Plan of Arrangement for such Shares, less any amounts withheld pursuant to Section 4.3, and any certificate representing Shares so surrendered shall forthwith be cancelled.
- (d) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Shares (other than Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former Shareholder of any kind or nature against or in the Corporation or the Purchaser. On such date, all cash to which such former holder of Shares was entitled shall be deemed to have been surrendered to the Corporation, and shall be paid over by the Depositary to the Corporation or as directed by the Corporation.
- (e) Any payment made by way of cheque by the Depositary or the Corporation, as applicable, pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the

Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable Consideration pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Corporation for no consideration.

- (f) No holder of Shares shall be entitled to receive any consideration with respect to such Shares other than any cash payment to which such holder is entitled to receive in accordance with this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends with a record date prior to or on the Effective Date.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Shareholder has the right to receive in accordance with Section 2.3 and such Shareholder's Letter of Transmittal. When authorizing such exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the Corporation in a manner satisfactory to the Purchaser (acting reasonably) against any claim that may be made against the Purchaser and the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

Each of the Purchaser, the Corporation, the Depositary and any other Person that makes a payment shall be entitled to deduct and withhold from the amount payable to any Person under the Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such amount as the Purchaser, the Corporation, the Depositary or any other Person, as applicable, is required or reasonably believes to be required to be deducted or withheld pursuant to the Tax Act or any provision of any applicable Law with respect to Taxes and remit such deducted and withheld amount to the appropriate Governmental Entity. To the extent that the amount is so properly deducted, withheld and remitted, such amount shall be treated for all purposes of this Plan of Arrangement as having been paid to the relevant recipient, provided that such amounts are actually remitted to the appropriate Governmental Entity.

4.4 Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all of the securities of the Corporation issued or outstanding prior to the Effective Time, (b) the rights and obligations of such securityholders, the Corporation, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any securities of the Corporation are deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement

- (a) The Corporation and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Purchaser and the Corporation (subject to the Arrangement Agreement), each acting reasonably, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to the Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation or the Purchaser at any time prior to the Meeting (provided that the Purchaser or the Corporation (subject to the Arrangement Agreement), as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to in writing by each of the Corporation and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Shareholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Shareholder.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE E – INTERIM ORDER AND NOTICE OF HEARING OF PETITION

[See Attached]



No. S-267449
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE *BUSINESS
CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED
AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG SOUTHSTONE
MINERALS LIMITED, ITS SECURITYHOLDERS AND TERRY L. TUCKER

SOUTHSTONE MINERALS LIMITED

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE) ASSOCIATE JUDGE MUMR) October 9, 2026
))

ON THE APPLICATION of the Petitioner, Southstone Minerals Limited (the “**Company**”) for an Interim Order pursuant to its Application filed on Wednesday, October 7, 2026, without notice, and coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on Friday, October 9, 2026, and on hearing Darlene Crimeni, counsel for the Company, and upon reading the Notice of Application filed herein, and Affidavit #1 of Kevin Ma, made October 7, 2026 (the “**Affidavit**”), and filed herein.

THIS COURT ORDERS THAT:

1. As used in this Order, unless otherwise defined, terms beginning with capital letters will have the respective meanings set out in the Notice of Special Meeting of Shareholders (the

“**Notice**”) and accompanying management information circular (the “**Information Circular**”), a copy of which is attached as Exhibit “A” to the Affidavit.

THE MEETING

2. The Company is authorized and directed to call, hold, and conduct a special meeting (the “**Meeting**”) of the holders of record of common shares (“**Common Shares**”) in the capital of the Company (the “**Shareholders**”) to be held at McMillan LLP, Royal Centre, 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7 on Thursday, November 12, 2026 at 10:00 a.m. (Vancouver Time) to consider, and, if deemed advisable, to pass, with or without variation, (i) a special resolution (the “**Arrangement Resolution**”), in the form attached as Schedule “A” to the Information Circular, approving and adopting the statutory plan of arrangement (the “**Arrangement**”) involving the Company, the Shareholders, and Terry L. Tucker (the “**Purchaser**”, and together with the Company, the “**Parties**”), all as set forth in the plan of arrangement (the “**Plan of Arrangement**”), a copy of which is attached as Schedule “D” to the Information Circular, pursuant to the terms and conditions of an arrangement agreement dated September 21, 2026, entered into between the Parties (the “**Arrangement Agreement**”), and (ii) an ordinary resolution (the “**Delisting Resolution**”), in the form attached as Schedule “B” to the Information Circular, approving the delisting of the Common Shares from the TSX Venture Exchange following closing of the Arrangement.
3. The Meeting will be called, held, and conducted in accordance with the Business Corporations Act, SBC 2002, c 57 (the “**BCBCA**”), the articles of the Company, the Notice and the Information Circular, subject to the terms of this Interim Order (the “**Interim Order**”), any further Order of this Court, the rulings and directions of the Chairperson of the Meeting, such rulings and directions not to be inconsistent with the terms of this Interim Order. To the extent of any inconsistency or discrepancy between this Interim Order and the terms of any of the foregoing, this Interim Order will govern.

RECORD DATE FOR NOTICE

4. The record date for determination of the Shareholders entitled to receive the Notice, Information Circular, the forms of voting proxy, a voting information form, and letter of transmittal, as applicable (together, the “**Meeting Materials**”) is the close of business on Friday, October 2, 2026 (the “**Record Date**”). The Record Date will remain the same despite any adjournments or postponements of the Meeting.

NOTICE OF MEETING

5. The Meeting Materials, with such amendments or additional documents as counsel for the Company may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, will be sent at least 21 days before the date of the Meeting, excluding the date of mailing, transmission or personal delivery, to the Shareholders as of the Record Date.
6. The Meeting Materials will be sent:
 - (a) to each registered Shareholder, by prepaid ordinary mail or by delivery in person or by recognized courier service, addressed to each registered Shareholder at their address as appearing in the applicable records of the Company, or by electronic transmission to any such Shareholder who identifies themselves to the satisfaction of the Company and who requests or accepts such electronic transmission;
 - (b) to unregistered beneficial Shareholders, by distribution to intermediaries and registered nominees for sending to both non-objecting and objecting beneficial owners in accordance with the procedures prescribed by National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*; and
 - (c) to the directors and auditor of the Company, by prepaid ordinary mail or by delivery in person or by recognized courier service or by electronic transmission to his, her, or its email address as appearing in the records of the Company.
7. Substantial compliance with paragraphs 5-6 above will constitute good and sufficient notice of the Meeting and delivery of the Meeting Materials.

8. The Meeting Materials shall not be sent to Shareholders where mail previously sent to such holders by the Company or its registrar and transfer agent has been returned to the Company or its registrar and transfer agent on at least two previous consecutive occasions.
9. The accidental failure or omission by the Company to give notice of the Meeting or non-receipt of such notice will not constitute a breach of the Interim Order or a defect in the calling of the Meeting and will not invalidate any resolution passed or taken at the Meeting provided that the Meeting meets the Company's quorum requirements. However, if any such failure or omission is brought to the attention of the Company, then it shall use commercially reasonable efforts to rectify the method of delivery and in the time most reasonably practicable in the circumstances.
10. The Meeting Materials are hereby deemed to represent sufficient and adequate disclosure and the Company will not be required to send to the Shareholders any other or additional information unless this Court orders otherwise.

DEEMED RECEIPT OF MEETING MATERIALS

11. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been received by the Shareholders:
 - (a) in the case of mailing or personal courier delivery, on the day (Saturdays, Sundays and holidays excepted) following the date of mailing or acceptance by the courier service, respectively;
 - (b) in the case of delivery in person, upon receipt thereof; and
 - (c) in the case of delivery by electronic transmission, on the day that it was transmitted.

ADJOURNMENTS AND POSTPONEMENTS

12. Subject to the terms of the Arrangement Agreement, if the Company deems advisable and notwithstanding the provisions of the BCBCA or the articles of the Company, the Company is specifically authorized to adjourn or postpone the Meeting on one or more occasions or cancel the Meeting without the necessity of first convening the Meeting or first obtaining

any vote of the Shareholders respecting the adjournment or postponement and without the need for approval of the Court.

13. Notice of any such amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the Shareholders by press release, news release, or newspaper advertisement, in which case such notice will be deemed to have been received at the time of publication, or by notice sent by any of the means set forth in paragraph 11, as determined to be the most appropriate method of communication by the Company.
14. The Record Date for Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting without a further order of this Court.

PERMITTED ATTENDEES

15. The persons entitled to attend the Meeting shall be:
 - (a) the Shareholders or their respective proxyholders;
 - (b) the officers, directors, and advisors of each Party; and
 - (c) such other persons who receive the consent of the Chairperson of the Meeting.

QUORUM AND VOTING AT THE MEETING

16. The quorum required at the commencement of the Meeting will be two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 1/20 of the issued Common Shares entitled to be voted at the Meeting.
17. The only persons permitted to vote on the Arrangement Resolution and Delisting Resolution at the Meeting will be Shareholders appearing on the records of the Company as of the close of business on the Record Date and their valid proxyholders as described in the Information Circular and as determined by the Chairperson of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to the Company.

18. Each Shareholder will be entitled to one vote for each Common Share owned as of the Record Date.
19. The required level of approval on the Arrangement Resolution taken at the Meeting will be:
 - a. not less than two-thirds of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting; and
 - b. a simple majority of the votes cast on the Arrangement Resolution by Shareholders (excluding the Purchaser and any other person required to be excluded for the purpose of such vote under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”)), present in person or represented by proxy at the Meeting, voting in accordance with Part 8 of MI 61-101 or any exemption therefrom.
20. The required level of approval on the Delisting Resolution taken at the Meeting will be a simple majority of the votes cast on the Delisting Resolution by Shareholders (excluding the Purchaser and any other person required to be excluded for the purpose of such vote under MI 61-101), present in person or represented by proxy at the Meeting, voting in accordance with Part 8 of MI 61-101 or any exemption therefrom.

AMENDMENTS

21. The Company is authorized to make such amendments, revisions, or supplements to the Plan of Arrangement to the extent permitted by the Arrangement Agreement, and the Plan of Arrangement as so amended, revised, or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

22. Representatives of the Company’s registrar and transfer agent (or any agent thereof), TSX Trust Company, are authorized to act as scrutineers for the Meeting (the “**Scrutineer**”).

PROXY SOLICITATION

23. The Company is authorized to permit the Shareholders to vote by proxy using the forms of proxy in substantially the same form as is attached as Exhibit "A" to the Affidavit, subject to the Company's ability to insert dates and other relevant information in the final form thereof and to make other non-substantive changes and changes legal counsel advise are necessary or appropriate.
24. The procedures for the form and use of proxies at the Meeting will be as set out in the Meeting Materials.
25. The Company may in its discretion generally waive the time limits for the deposit of proxies by Shareholders if the Company deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chairperson of the Meeting.

DISSENT RIGHTS

26. Registered Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Sections 237 to 247 of the BCBCA, as modified by this Interim Order, the Final Order, and the Plan of Arrangement, provided that the written notice (the "**Dissent Notice**") must be delivered to the Company c/o McMillan LLP 1500 – 1055 West Georgia Street, Vancouver, BC V6E 4N7 (Attention: Arman Farahani) on or before 5:00 p.m. (Vancouver Time) on the business day that is two business days before the Meeting (as it may be adjourned or postponed from time to time).
27. Notice to registered Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the BCBCA and the Plan of Arrangement, the fair value of their shares of the Company, will be given by including information with respect to this right in the Information Circular to be sent to Shareholders in accordance with this Order.

DELIVERY OF COURT MATERIALS

28. The Company will include in the Meeting Materials a copy of this Interim Order and the Notice of Hearing of Petition for Final Order (the “**Court Materials**”) and will make available to any Shareholders requesting same, a copy of each of the Petition herein and the accompanying Affidavit.
29. Delivery of the Court Materials with the Meeting Materials in accordance with this Interim Order will constitute good and sufficient service or delivery of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service or delivery need be made and no other materials need to be served on or delivered to such persons in respect of these proceedings.

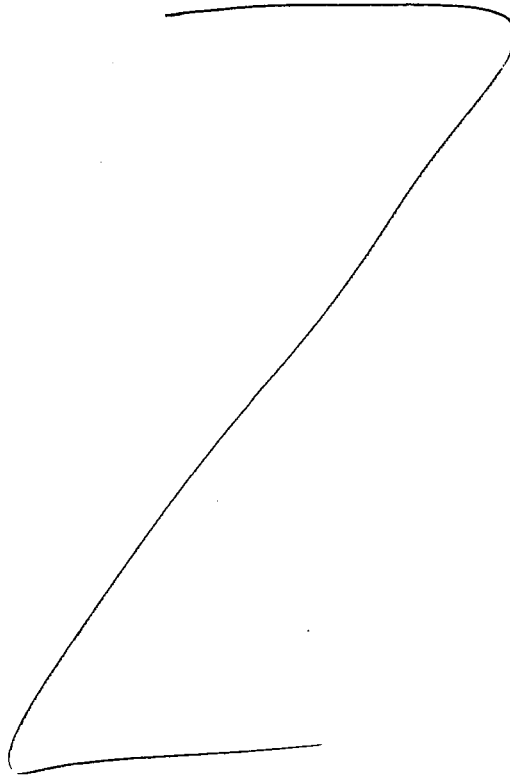
FINAL APPROVAL HEARING

30. Upon the approval, with or without variation, by the Shareholders of the Arrangement in the manner set forth in this Interim Order, the Company may set the Petition down for hearing and apply for an order of this Court: (i) approving the Plan of Arrangement pursuant to section 291(4)(a) of the BCBCA; and (ii) determining that the Arrangement is procedurally and substantively fair and reasonable pursuant to section 291(4)(c) of the BCBCA (collectively, the “**Final Order**”). The hearing of the Final Order will be held on Tuesday, November 17, 2026 at 9:45 a.m. (Vancouver Time) or as soon thereafter as the Final Order can be heard or at such other date or time as the Company may advise or court may direct at the Courthouse at 800 Smithe Street, Vancouver, British Columbia.
31. Any Shareholder or other interested party has the right to appear (either in person or by counsel) and make submissions at the hearing of the Petition provided that such Shareholder or interested party will:
 - (a) file with this Court a Response, in the form prescribed by the *Supreme Court Civil Rules*, together with any evidence or material that is to be presented to the Court at the hearing of the application; and
 - (b) deliver a copy of the filed Response together with a copy of all materials on which such Shareholder or interested party intends to rely at the hearing of the Petition, including an outline of such Shareholder’s or interested party’s proposed

submissions to the Company c/o McMillan LLP, 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7, Attention: Arman Farahani, subject to the direction of the Court,

by no later than 4:00 p.m. (Vancouver Time) on the day that is two business days prior to the hearing of the Petition.

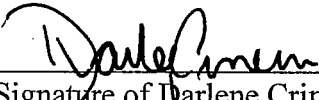
32. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned date.
33. The Company will not be required to comply with Rules 8-1 and 16-1 of the *Supreme Court Civil Rules* in relation to the hearing of the Petition for the Final Order approving the Plan of Arrangement, and any materials to be filed by the Company in support of the application for the Final Order may be filed prior to the hearing of the application for the Final Order without further order of this Court.

A large, stylized handwritten number 2, drawn with a single continuous line. The top of the '2' is a horizontal line that curves slightly to the right. The main body of the '2' is a long, sweeping curve that starts from the top right and goes down and to the left. The bottom of the '2' is a horizontal line that curves slightly to the left.

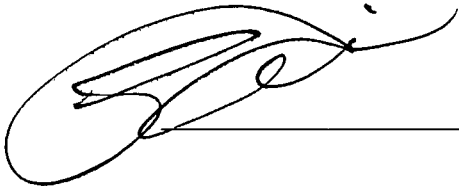
VARIANCE

34. The Company is at liberty to apply to this Honourable Court to vary the Interim Order or for advice and direction with respect to the Plan of Arrangement or any of the matters related to the Interim Order and the Company need not comply with Rule 8-1 of the *Supreme Court Civil Rules* in any application to do so.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Darlene Crimeni
Counsel for Southstone Minerals Limited

By the Court


Registrar



No. S-267449
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE *BUSINESS
CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG
SOUTHSTONE MINERALS LIMITED, ITS SECURITYHOLDERS AND TERRY L.
TUCKER

SOUTHSTONE MINERALS LIMITED

PETITIONER

NOTICE OF HEARING OF PETITION FOR THE FINAL ORDER

TO: The holders (the “**Shareholders**”) of record of common shares (the
“**Common Shares**”) in the capital of the Southstone Minerals Limited (the
“**Petitioner**”)

NOTICE IS HEREBY GIVEN that a Petition to the Supreme Court of British
Columbia (the “**Court**”) has been filed by the Petitioner in the Court for approval of a plan
of arrangement (the “**Arrangement**”) pursuant to section 291 of the *Business
Corporations Act*, S.B.C. 2002 c. 57, as amended (the “**BCBCA**”).

NOTICE IS FURTHER GIVEN that by an order of Associate Judge Muir of the
Court dated October 9, 2026 (the “**Interim Order**”), the Court has given directions in
connection with the calling and holding of a special meeting (the “**Meeting**”) of the
Shareholders for the purpose of, among other things, considering and voting upon a
special resolution adopting the Arrangement.

NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting,
the Petitioner intends to apply to the Court for an order (the “**Final Order**”) approving the
Arrangement and declaring that the Arrangement is procedurally and substantively fair
and reasonable to the Shareholders, which application will be heard at the courthouse at
800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, or as the
Court may direct on November 17, 2026 at 9:45 a.m. (Vancouver time), or so soon

thereafter as counsel may be heard or at such other date and time as the Court may direct.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE APPLICATION FOR THE FINAL ORDER OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing at the Vancouver Registry of the Court a Response to Petition, together with any evidence or materials you intend to present to the Court at the hearing of the application for the Final Order (including an outline of your proposed submissions), or as the Court may direct, and YOU MUST ALSO DELIVER a copy of such Response to Petition and any such evidence or materials to the Petitioner and its counsel at the address set out below, at or before 4:00 p.m. (Vancouver time) on November 13, 2026.

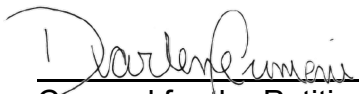
YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of Response to Petition at the Registry or online from the BC Supreme Court website. The address of the Registry is 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

IF YOU DO NOT FILE A RESPONSE TO PETITION AND ATTEND EITHER IN PERSON (OR AS DIRECTED BY THE COURT) OR BY COUNSEL at the time of the hearing of the application for the Final Order, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will affect the rights of the Shareholders.

A copy of the Petition to the Court and the other documents that were filed in support of the Interim Order and that will be filed in support of the Final Order will be furnished to any Shareholder upon request in writing addressed to the solicitors of the Petitioner at the address set out below.

McMillan LLP
Suite 1500, 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Arman Farahani
Email: arman.farahani@mcmillan.ca

DATED this 9th day of October 2026.



Counsel for the Petitioner,
Southstone Minerals Limited

SCHEDULE F – EXCERPTED STATUTORY PROVISIONS RELATING TO DISSENT RIGHTS

Division 2 – Dissent Proceedings

Definitions and application

237 (1) In this Division:

“dissenter” means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

“notice shares” means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent; and

“payout value” means, (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution, (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that (a) the court orders otherwise, or (b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder’s shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company’s undertaking;
- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution; or
- (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must:

- (a) prepare a separate notice of dissent under section 242 for (i) the shareholder, if the shareholder is dissenting on the shareholder’s own behalf, and (ii) each other person who beneficially owns shares registered in the shareholder’s name and on whose behalf the shareholder is dissenting;
- (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent; and

- (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver; and
 - (b) identify in each waiver the person on whose behalf the waiver is made.
- (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

- (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote:

- (a) a copy of the proposed resolution; and
- (b) a notice of the meeting that specifies the date of the meeting and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote:

- (a) a copy of the proposed resolution; and
- (b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote:

- (a) a copy of the resolution;
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent:

- (a) a copy of the entered order; and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must:

- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be;
- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section; or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240(2)(b) or (3)(b) as the last date by which notice of dissent must be sent, or

- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.
- (3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company
- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
 - (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.
- (4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:
- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner, but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and:
 - (i) the names of the registered owners of those other shares;
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners; and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and:
 - (i) the name and address of the beneficial owner; and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,

- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - (b) the certificates, if any, representing the notice shares, and
 - (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.
- (2) The written statement referred to in subsection (1)(c) must
- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
- (3) After the dissenter has complied with subsection (1),
- (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
- (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
- (c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

- (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company; or
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

YOUR VOTE AS A SHAREHOLDER IS IMPORTANT. VOTE TODAY.

**QUESTIONS MAY BE DIRECTED TO THE
PROXY SOLICITATION AGENT**



Canada/US Toll Free: 1-877-452-7184

International: 1-416-304-0211

Text Message: Text "INFO" to 416-304-0211 or 1-877-452-7184

Email: assistance@laurelhill.com